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FEBRUARY 20, 1985

MEMORANDUM

TABLED: FEBRUARY 7, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: SECOND AMENDMENT TO REPORT AND DECISION ON
CHAPTER 121A APPLICATION OF IMMOBILIARE
NEW ENGLAND CHARLESTOWN URBAN RENEWAL AREA

On April 13, 1978, the Authority voted to adopt a Report and Decision on the Application of Immobiliare New England for approval of an Urban Redevelopment Project pursuant to Massachusetts General Laws (Ter.Ed.) Chapter 121A, as Amended, and Chapter 652 of the Acts of 1960. The Project consists of a residential complex on the waterfront which, together with other development activities of the Authority in the Navy Yard, has had a significant and positive effect upon the community. A First Amendment, creating "Building 42 Associates" was approved by the Authority on May 17, 1979.

On December 10, 1984, the Applicant submitted a request to amend their project approval. They are requesting approval of the Authority to form a 121A entity to acquire Parcel 3-A. The new 121A Entity, "Building 103 Associates", a limited partnership, is a permitted transferee under the Land Disposition Agreement.

"Building 103 Associates Limited Partnership" is a joint venture of Immobiliare of New England and Barkan Properties. The project consists of the rehabilitation and conversion of the former Anchor and Chain Storage Building into a 111 apartments for the moderate income elderly plus a super-intendant's apartment. In addition, the application contends this project meets the interest of Section 5.03 of the LDA Agreement which provides that Immobiliare will use reasonable efforts to develop 10 percent of all residential housing developments within its portion of the Charlestown Navy Yard as elderly housing.

In the opinion of the General Counsel, this Amendment does not represent a fundamental change and does not require a public hearing. It is therefore recommended that the Authority adopt the attached Second Amendment to the Application and Report and Decision.

Appropriate Votes follows:

VOTED: That the document presented at this meeting entitled "Second Amendment to the Report and Decision on the Application of Immobiliare New England for the Authorization and Approval of a Project under Massachusetts General Laws (Ter.Ed.) Chapter 121A as amended, and Chapter 652 of the Acts of 1960 as amended" be and hereby is approved and adopted.

VOTED: That the Director be and hereby is authorized to assign all rights, obligations, privileges, and documents applicable to Phase 3A of Immobiliare New England, a 121A entity to "Building 103 Associates".

MASSACHUSETTS GENERAL LAWS (TER. CO.)
CHAPTER 121A AS AMENDED, AND CHAPTER 121B OF
THE ACTS OF 1963 AS AMENDED

On April 12, 1984, the Authority voted to adopt a Report and Decision on the Application of Immobiliare New England for Approval of a Project under Massachusetts General Laws, Chapter 121A. The Project consists of a multi-story building on the waterfront which, together with other development activities in the Authority in the Navy Yard has had a significant and positive effect upon the community.

On May 3, 1984, a Zone Amendment allowing "Building 103 Associates" to acquire Phase 3 and 3A only was allowed by the Authority.

On December 10, 1984, the members of New England and Eastern Enterprises voted for a Report and Decision on the proposed development project in Zone 3. "Building 103 Associates" is currently Phase 3-A, the former Anchor and Chain Storage Building and the apartments for the study.

The proposed development would provide 20 affordable housing for 1984 and 1985 and 10 additional units pending for 1986 per month. To maintain this level of housing, the units will be utilized 100%, 100%, meaning, the proposed project would not have private rent reduction action. These units will be provided to the participants and others during the first 10 years of the project.

SECOND AMENDMENT TO THE REPORT AND DECISION ON THE
APPLICATION OF IMMOBILIARE NEW ENGLAND FOR THE
AUTHORIZATION AND APPROVAL OF A PROJECT UNDER
MASSACHUSETTS GENERAL LAWS (TER. ED.)
CHAPTER 121A AS AMENDED, AND CHAPTER 652 OF
THE ACTS OF 1960 AS AMENDED

On April 13, 1978, the Authority voted to adopt a Report and Decision on the Application of Immobiliare New England for Approval of a Project under Massachusetts General Laws, Chapter 121A. The Project consists of a residential complex on the waterfront which, together with other development activities of the Authority in the Navy Yard has had a significant and positive effect upon the community.

On May 7, 1979, a First Amendment allowing "Building 42 Associates" to acquire Phases I and IA only was allowed by the Authority.

On December 10, 1984 Immobiliare of New England and Barkan Properties filed for a Second Amendment to the original designation seeking to form "Building 103 Associates" to develop Parcel 3-A, the former Anchor and Chain Storage Building into 111 apartments for the elderly.

The rehabilitated development would provide 37 efficiencies renting for \$351 per month and 74 1-bedroom units renting for \$437 per month. To maintain this rental level, the entity will be utilizing UDAG, MHFA, financing, the State SHARP program and two private rent reduction accounts. These accounts will be established by the partnership and utilized during the first 16 years of the project.

Our staff has noted that the rent schedule complies with SHARP requirements but that the minimum income required to rent these apartments will be \$12,000 per year.

The building is equipped with elevators and is designed specifically to meet the needs of elderly residents. Each apartment will contain emergency pull cords in the bathroom and bedrooms. Seven permanent parking spaces will be provided on site.

Immobiliare of New England and Barkan Properties, Mel A. Barkan and Louis N. Garfield, of Chestnut Hill, MA are the general partners in "Building 103 Associates Limited Partnership".

The project has received a loan commitment from the MHFA for construction and permanent financing in the amount of \$3,565,000. Proceeds of this financing will be used to acquire and rehabilitate the project. The project has a UDAG commitment for \$1,600,000. The MHFA will provide the project with certain funds under the State SHARP housing assistance program. This money is used to offset annual debt services payments to be owed MHFA. The exact amount will not be known until the project is underway.

Immobiliare New England and Barkan Properties are joint venturers in this project. Under the terms of the Land Disposition Agreement and the Report and Decision, "Building 103 Associated Limited Partnership" is a permitted transferee.

In the opinion of the Chief General Counsel, this Amendment does not represent a fundamental change and does not require a public hearing.

The Authority recognizes and hereby finds pursuant to the terms of the LDA and the April 13, 1978 121A approval that each phase of the Charlestown Navy Yard Immobiliare Development may be acquired by a separate entity and the Authority finds such an acquisition to be in accordance with G.L.C. 121A, as amended, and C-652 of the Acts of 1960, as amended, and the regulations applicable thereto, and for the foregoing reasons and the reasons set forth in this Second Amendment and supporting documents, hereby approves the Second Amendment to the Report and Decision.

APPLICATION FOR AUTHORIZATION AND APPROVAL OF SECOND
AMENDMENT TO THE REPORT AND DECISION ON THE APPLICATION OF
IMMOBILIARE NEW ENGLAND FOR THE AUTHORIZATION AND APPROVAL OF
A PROJECT UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 121A, AS
AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, AS AMENDED

A. The undersigned (the "Applicants") hereby apply to the Boston Redevelopment Authority (the "Authority") pursuant to the provisions of Massachusetts General Laws Chapter 121A, as amended, Chapter 652 of the Acts of 1960, as Amended, and the Rules and Regulations issued by the Authority, for authorization and approval by the Authority of a second amendment to the Report and Decision dated April 13, 1978 approving the designation of Immobiliare New England as 121A developer of a certain portion of the Charlestown Navy Yard and the land disposition agreement between the Boston Redevelopment Authority and Immobiliare New England dated December 7, 1978 (the "LDA Agreement"). Pursuant to such designations, Immobiliare New England is to develop that portion of the Charlestown Navy Yard in phases. The application for this second amendment to the original designation is for the purpose of developing parcel 3A as elderly housing ("the Project").

To facilitate the development of Parcel 3A, Immobiliare has agreed to form a limited partnership with Mel A. Barkan and Louis N. Garfield (hereinafter "Barkan Properties") called Building 103 Associates Limited Partnership ("Building 103 Associates"). Immobiliare has determined to enter into this joint venture with Barkan Properties due to the substantial experience of Barkan Properties in the development, operation, and management of elderly housing. Immobiliare and Barkan Properties will act as co-general partners of Building 103 Associates and will be jointly responsible for the development, construction, financing and management of the Project. The partnership has prepared design drawings and specifications for the development of the project (copies are attached as Exhibit A), has received a commitment from MHFA for construction and permanent financing for the project, has received a commitment for a UDAG loan and grant from the United States Department of Housing and Urban Development and has received a commitment from the Commonwealth of Massachusetts for rental assistance payments pursuant to the State SHARP housing assistance program. In addition to other purposes, the Partnership meets the intent of section 5.03 of the LDA agreement providing that Immobiliare will use reasonable efforts to develop 10% of all residential housing development within its portion of the Charlestown Navy Yard as elderly housing.

B. The Project. The original Report and Decision designating Immobiliare as a 121A entity, dated May 9, 1978, recognized:

The applicant, pursuant to the terms of the development agreement, may acquire each phase by [a] technically separate entity if the Authority finds that such an acquisition will be in accordance with Massachusetts General Laws Chapter 21A §10 and will result in each phase receiving equivalent statutory contractual tax treatment. Each and every transfer permitted hereunder or under the development agreement for the purpose of the within approval [is] deemed approved and permitted transferees entitled to the benefits accruing hereunder.

2. Applicant and Proposed 121A Entity Information.

The names, and addresses, for the Applicants are as follows:

Applicant: Immobiliare New England

Business Address: Eighth Street, Charlestown, Massachusetts
02129

Applicant: Mel A. Barkan and Louis N. Garfield

Business Address: Barkan Properties, 1330 Boylston Street,
Chestnut Hill, Massachusetts 02167

All notices and questions by the Authority in connection with this application for the Second Amendment should be sent to Daniel D. Sullivan, Brown, Rudnick, Freed & Gesmer, One Federal Street, Boston, Massachusetts 02110 with a copy to A. Jeffrey Dando, P.C., Goodwin Proctor & Hoar, 28 State Street, Boston, Massachusetts 02108.

3. The Project. The original 121A Report and Decision amended, found that the project area is blighted, open and decadent within the meaning of Chapter 121A. The project area is described on a site plan incorporated as Page X-2 to Exhibit A Design Drawings. The original project area included parcels 3A and parcel 3D. Parcel 3D has now been developed into a small public park and is not proposed to be a part of the proposed development of the project. Parcel 3D is presently owned by Immobiliare and, although it will be improved by Building 103 Associates in connection with the development of the project it will not be acquired. Pursuant to this Second Amendment, this parcel would not be subject to the 121A designation for Building 103 Associates.

The project consists of the substantial rehabilitation and conversion of the vacant, former Anchor & Chain Storage Building into 111 apartments for the elderly plus a resident superintendent's apartment. The exterior walls, existing second floor structure, attic and roof will be retained. Two new elevators will be installed, a new second floor will be added between the

ground floor and the existing second floor, a community space will be created at the ground floor at the south end of the building, and 37 efficiency apartments, averaging 450 sq. ft. in size, and 74 one-bedroom apartments ranging from 540 sq. ft. - 630 sq. ft. will be created, containing approximately 81,000 sq. ft. of habitable space on three floors plus 22,050 sq. ft. of attic space which will be unoccupied except by the mechanical and electrical rooms and the distribution lines for the mechanical and ventilation systems.

The ground floor will include the lobby, mail room, management office, 2 rest rooms, and the community space with its adjacent kitchen facility. An outdoor sitting area will be created adjacent to the community room. The community room, kitchen, and outdoor sitting area all overlook the harbor. A laundry room will also be located on the ground floor. There will be no commercial uses in the building.

The main entrance to the building will be at the middle of the Ninth Street (west) elevation. A rear entrance is located slightly south of the building's center on the east elevation. Nine permanent parking spaces will be provided at the rear of the building and 20 permanent spaces will be reserved for tenants along Ninth Street.

The building has been designed specifically to meet the needs of elderly residents. Each apartment will contain an emergency pull cord in each bedroom and bathroom to be used by the occupant to summon emergency aid. All apartments include a modern kitchen with refrigerator, electric range, stainless steel sink with garbage disposal, counters and cabinets.

4. Financial Information. The project has received a loan commitment from the Massachusetts Housing Finance Agency (MHFA) for construction and permanent financing in the amount of \$3,565,000.00. Proceeds of this financing will be utilized to acquire the property and to finance the substantial rehabilitation of the building for elderly residential purposes. The partnership has received a commitment from the United States Department of Housing and Urban Development for a loan of \$1,600,000. These funds will be a grant from HUD to the City of Boston and will be loaned by the City of Boston to Building 103 Associates for a period of 30 years at a below market rate of interest. The partnership has also received a commitment from the Commonwealth of Massachusetts for assistance pursuant to the SHARP housing assistance program. Pursuant to this program, which will be administered by the Massachusetts Housing Finance Agency, the Massachusetts Department of Community Affairs will loan to the partnership certain funds which will be utilized to offset a portion of the annual debt service payments owed on the Massachusetts Housing Finance Agency construction and permanent financing. Finally, the partnership has agreed to establish from its own funds two rent reduction accounts which will be utilized during the first 16 years of the project to further subsidize

rentals. The combined effect of the MHFA financing, the below market interest rate on the UDAG loan, the SHARP rental assistance payments and the proceeds available from the two rent reduction accounts will be to subsidize the rentals in the property to moderate levels. A schedule of the rents is attached as Exhibit B.

5. Development Schedule. Construction of the project is currently scheduled to begin in January, 1984 and is scheduled to be completed in 12 months.

6. Public Use and Benefit. The authority has previously determined that the proposed project constitutes a public use and benefit within the meaning of Chapter 121A as amended. The proposed development of the project is consistent with the original approval of the Authority.

7. Jobs Boston Residence Preference. Building 103 Associates agrees that it will exert best efforts to cause any contractor working for Building 103 Associates, to the best of its ability, to grant preference in hiring to Boston residents during the construction and management of the project to the extent permitted by applicable law. To the extent applicable and to the extent then permitted by applicable law, employers under contract, (including subcontractors) to Building 103 Associates will be required to list all job openings with the City of Boston CETA office ten (10) working days in advance of any public advertisement of the position. Any employer under Chapter 121A who utilizes the State Division of Employment Security to find job applicants will be required to specify in this request a preference for City of Boston residents. These requirements shall be subject to all applicable collective bargaining agreement requirements. Building 103 Associates and its contractors and subcontracts shall not discriminate against any employee, applicant for employment, tenant, or applicant for tenancy because of race, color, religious creed, national origin, age, or sex and in all other respects shall comply with the "Equal Opportunity Compliance Policy" of the Authority under supervision of the Authority's Compliance Office to the extent permitted by applicable law.

The following Appendices are annexed hereto following the format set forth in the Rules and Regulations of the Authority governing Chapter 121A Project:

Appendix 7 Draft section 6A

Appendix 8 Draft Regulatory Agreement

Appendix 10 List of Proposed Deviations to Zoning

THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS HOUSING FINANCE AGENCY

OATH

By affixing their respective signatures in the spaces provided below, this application shall be deemed to be signed under oath.

Executed this _____ day of _____, 1984.

Paul Davis
Immobiliare New England

Mel A. Barkan
Barkan Properties

20,64(9)
12/3/84-kh

Certification

The Massachusetts Housing Finance Agency ("MHFA") has received your application in connection with a proposed multi-family housing development containing 122 dwelling units of rehabilitated construction at Charlestown Navy Park, Charlestown, MA.

We are pleased to advise you that by vote of the members on September 18, 1983, MHFA authorized execution and delivery of a construction loan commitment to the principal amount of \$2,875,000 and a permanent loan commitment in the principal amount of \$2,875,000. MHFA will be both construction lender and permanent mortgagee. A financing fee of 1% will be charged. The interest rate will be set at 1/2% in excess of the cost to MHFA for borrowing the funds with which to fund the loan. Depending on the timing and source of the funds available to MHFA with which to make the loan, the interest rate to MHFA is subject to change. Your interest rate will be adjusted accordingly. If an Administrative Fee is paid to MHFA, which fee is collected after the completion of construction substantially with the Section 8 subsidy, the 1/2% override will not be charged for that amount of the loan attributable to the subsidized units. If the interest rate, plus the 1/2% override, is higher than that rate projected in your application attached hereto, 13.1 + .1%, at any time during the financing, you will be required to pay the higher rate. MHFA reserves the right to do an economic review and feasibility study of the loan, and if the rate is higher, to require additional security at that time. The 1/2% override is a fee required by MHFA and is calculated as 1/2%



THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS HOUSING FINANCE AGENCY

50 MILK STREET

BOSTON, MASSACHUSETTS 02109 • (617) 451-3480

JOHN BLAKE JR.
Executive Director

September 21, 1982

Barkan Properties
1330 Boylston Street
Chestnut Hill, MA 02167

Re: Anchorage Apartments/Charlestown
MHFA No. 82-038-R

Gentlemen:

The Massachusetts Housing Finance Agency ("MHFA") has received your application in connection with a proposed multi-family housing development containing 112 dwelling units of rehabilitated construction at Charlestown Navy Yard, Charlestown, MA.

We are pleased to advise you that by vote of the members on September 16, 1982, MHFA authorized execution and delivery of a construction loan commitment in the principal amount of \$5,075,900 and a permanent loan commitment in the principal amount of \$5,075,900. MHFA will be both construction lender and permanent mortgagee. A financing fee of 2% will be charged. The interest rate will be set at 1/2% in excess of the cost to MHFA for borrowing the funds with which to fund the loan. Depending on the timing and source of the funds available to MHFA with which to make the loan, the interest rate to MHFA is subject to change. Your interest rate will be adjusted accordingly. If an Administrative Fee is paid to MHFA, which fee commences after the completion of construction coterminously with the Section 8 subsidy, the 1/2% override will not be charged for that amount of the loan attributable to the subsidized units. If the interest rate, plus the 1/2% override, is higher than that rate projected in your application attached hereto, 13.5 + .5%, at any time during the financing, you will be required to pay the higher rate. MHFA reserves the right to do an economic review and feasibility study of the loan, and if the rate is higher, to require additional security at that time. The 1/2% override is a fee required by MHFA and is calculated as 1/2%

of the total loan evidenced by the Mortgage Loan Note.

The term of the bond expected to be issued by MHFA to fund the loan will be sufficient to fund the permanent loan and will be issued for 30 years. The construction is expected to be completed in 12 months from the date on which funds are available after initial closing.

This commitment is expressly subject to the ability of MHFA, having secured a favorable opinion from bond counsel, to market obligations in sufficient amounts, and at feasible rates, to secure funds with which to make the loan; provided, however, that this action of MHFA shall not grant you any priority with respect to funding from the proceeds of any particular obligations issued by MHFA over any other commitments which may be outstanding or under consideration by MHFA at the time of issuance of such obligations. MHFA, in its sole judgement and in furtherance of the purpose of providing housing pursuant to the provisions of the Act, shall determine which developments shall be funded with the proceeds of a particular issue of obligation issued by MHFA.

By your acceptance below, you shall at all times save harmless and keep indemnified the said MHFA, its Members, and employees against any and all claims, demands, actions, proceedings costs and expenses by reason of or growing out of a decision by the MHFA not to fund the above-captioned project.

The financing fee is payable at closing, as are all documented and approved land advances, earned architectural fees and closing costs.

This commitment is subject to your compliance with all of the following conditions and requirements to the complete satisfaction of MHFA and the terms and conditions of this commitment letter shall survive and serve as a condition subsequent to terms contained in any of the MHFA contract documents. The following conditions do not constitute the entire list of closing requirements.

1. The market rate rental, below-market rental, and minimum adjusted rental, as defined in Section 6 of the Massachusetts Housing Finance Agency Act, Chapter 708 of the Acts of 1966, as amended (the "Act") and the Regulations of MHFA, and the actual rentals, for each dwelling unit in the Development, shall be as set forth in the Schedule attached hereto.
2. Not less than 25% of the units in the Development shall be rented at all time to low-income persons or families, at or below, the adjusted rentals. Rentals received in excess of the below-market rental established for each unit shall be applied, pursuant to such regulations as MHFA shall from time to time make and publish, and subject

to any requirement of the Department of Housing and Urban Development ("HUD"), or any other public agency providing subsidy or similar payments to reduce rentals in accordance with Section 6(c) of the Act. Once each year, tenants whose annual incomes subsequently increase to the point where such incomes exceed seven times the rental then being charged for the unit occupied, shall have the rental for that unit increased to a figure (not in excess of the market rate rental) which will equal one-seventh of the then new income of the tenant.

3. The loan shall be evidenced by one or more promissory notes, payable to the order of MHFA and secured by one or more first mortgages, in form and substance satisfactory to MHFA, which shall, in the opinion of Counsel for MHFA, constitute a legal first lien upon the premises. All questions shall be resolved and approvals granted including, but not limited to, those relating to property, title, zoning, building codes, assessments, and related matters, in a manner which shall be entirely satisfactory to MHFA, and at your expense. MHFA shall be furnished all materials and documents, including surveys, and plans showing boundaries, location of improvements, conditions and uses of the land, as MHFA may consider useful or necessary. You shall deposit with MHFA each month an amount sufficient to pay, before the same become past due, all taxes, assessments, and other escrows as required.
4. You shall enter into a Regulatory Agreement satisfactory in form and substance to MHFA including, but not limited to provisions for (a) management of the property after occupancy, (b) compliance with the Tenant Selection Plan, and (c) procedure relating to changes in the amounts to be charged as rentals, including your compliance with Section 7 (b) of the Act.
5. You shall enter into a Construction Loan Agreement satisfactory in form and substance to MHFA, including but not limited to, provisions for a notice of the times of certain stated events during the period of construction, in order to permit inspection by, or on behalf, of MHFA at such stated times.
6. You shall enter into a Development Fund Agreement satisfactory in form and substance to the General Counsel of MHFA. This Agreement shall include, but not be limited to, the following:
 - a. The Mortgagor shall agree during construction to provide letters of credit, deposit with MHFA all syndication proceeds, and any completion guarantee, all as required by, and funded in form acceptable to, the Executive Director of MHFA. Any funds not so required will

be released to the Mortgagor after the issuance by MHFA of a Certificate of Approval and Acceptance, provided the Mortgagor is not then in default under this Agreement or any of the other contract documents.

- b. The Mortgagor shall fund a Letter of Credit, payable upon demand of MHFA, during the construction period. This Letter of Credit shall be released upon the issuance, by MHFA, of the Certificate of Approval and Acceptance. See Special Condition hereinafter for amount required for such Letter of Credit.
 - c. The Mortgagor shall provide an operating Letter of Credit, in an amount and upon such terms as are acceptable to the Executive Director. See Special Condition hereinafter for amount required for such Letter of Credit.
- 7. You shall provide a security instrument in form required by the Uniform Commercial Code, sufficient to create a first lien on all chattels and personal property used in the construction and operation of the real property, and any other documents and instruments which MHFA shall consider necessary or useful to perfect its security interest in any such real or personal property.
 - 8. This commitment is subject to execution of an agreement by the Mortgagor, satisfactory in form and substance to the General Counsel of MHFA whereby the low and moderate income nature of the Development shall be preserved for a term equal to the original mortgage term in the event such mortgage is extinguished by foreclosure, bankruptcy, or other legal action prior to the expiration of its term. The term of the mortgage runs from i) the time of the initial mortgage closing and initial funding through ii) the term of the original bond to be issued the funds of which are to be made available for the permanent financing.
 - 9. This commitment is made expressly subject to the Mortgagor and General Contractor entering into the MHFA Minority Hiring Contract prior to closing.
 - 10. MHFA reserves the right to reject the Developer and/or the General Contractor based on any previous failure to adhere to Equal Employment Opportunity ("EEO") requirements. This commitment is further conditioned upon the Developer contacting the EEO Officer within five (5) days of the date of acceptance of this letter.
 - 11. You shall submit all plans and specifications for the Development for approval of the Design and Technical Department of MHFA. This commitment is expressly conditioned upon

such approval.

12. As security for the payment of labor and materials under the construction contract, you shall provide, or have provided, a lien bond and payment and performance bonds, in the amount of 100% of the construction contract.
13. This commitment is subject to the execution by the Mortgagor of a Letter of Understanding with MHFA whereby the Mortgagor shall agree to provide a fixed percentage of units in the Development for the physically and/or mentally handicapped.
14. The Mortgagor shall request from MHFA a Schedule of Prevailing Wages. Such schedule will be issued by the Commissioner of Labor and Industries, under the authority of Sections 26, 27, 27(b), 27(c) and 27(d) of the Massachusetts General Laws, Chapter 149, and shall be valid for 120 days. At the closing date of this Development, a Schedule of Prevailing Wages less than 120 days old must be included in the construction contract. This Schedule will remain in effect for the life of the job.
 - a. When a Federal wage schedule is required pursuant to Federal regulation, the higher of each trade of either the Massachusetts wages or the Federal wages must be paid. The Section 8 subsidy program requires Federal wages.
15. This commitment is subject to the receipt of an independent appraisal which substantiates the land value as stated in the approved Application attached hereto. In the event that the valuation of the land as stated in such independent appraisal report is below the figure as stated in the approved Application, the Executive Director is directed and authorized to amend said figure and to reduce the land value allowance accordingly.
16. This loan is conditioned upon the developer and the City of Boston entering into a Chapter 121A Tax Agreement for a tax amount no greater than the real estate tax estimate in the mortgage application.
17. Mortgage title insurance, at your expense, in standard American Land Title Association Mortgage form, including mechanics' lien coverage, insuring MHFA against loss or damage, must be issued in the full amount of the loan.
18. A survey must be provided by a licensed surveyor, certified to the Massachusetts Housing Finance Agency, dated within 30 days of the closing date, and satisfactory to the title insurance company.

19. This commitment is subject to the Development complying with all federal, state, and local environmental laws, regulations, and rules. All approvals and permits, including, but not limited to those by Massachusetts General Laws Annotated (M.G.L.A.) Chapter 30, Sections 61 and 62; M.G.L.A. Chapter 111, Section 142 A et. seq.; and M.G.L.A. Chapter 21, Section 26 et. seq., and the regulations issued pursuant to such statutes, regulations and rules shall be obtained prior to closing.

20. Prior to closing the following insurances are required in binders and/or certificates of insurance with original signatures of the agents thereon, made out to the Massachusetts Housing Finance Agency with (30) thirty days' cancellation notice to MHFA required:

- a. Design Architect - Errors and Omissions - 25% of the construction amount of \$1,000,000, whichever is less.
- b. Opining Attorney - Malpractice - 25% of the mortgage amount or \$1,000,000, whichever is greater.
- c. Mechanical, Structural, and Electrical Engineers - Errors and Omissions - 25% of the value of the work performed on the job.

All such insurance must be in full force and effect from the inception of the professional services relating to the Development by the insured.

- d. Perils (fire, etc.) insurance on the building in the amount of the mortgage loan.
- e. Letter from the insurance company agreeing to provide rental loss insurance at the appropriate time.
- f. Owner's liability insurance - \$500,000/\$1,000,000 bodily injury and \$250,000 property damage.
- g. Contractor's liability \$500,000/\$1,000,000 bodily injury \$250,000 property damage.
- h. Contractor's statutory coverage for Workmen's Compensation.

21. This commitment is subject to the availability of Federal, State, or housing authority subsidies adequate to guarantee the requirement of MHFA that 25% of the units be available to low income persons and families as defined by the Act.

- a. This commitment is subject to the availability of

subsidy funds as shown on the attached rent schedule.

22. Documents and opinions of counsel shall be required with regard to the Mortgagor entity and all entities with whom the Mortgagor contracts in form satisfactory to the General Counsel of MHFA.
- a. Each corporate Mortgagor, or corporate General Partner of the Mortgagor, shall obtain a Certificate of Good Standing from the Massachusetts Department of Revenue prior to the closing of the loan.
 - b. All out-of-state corporations must be qualified to do business in Massachusetts and must supply MHFA with a certificate from the office of the Secretary of State.
23. Changes in the Development Team require the prior written approval of the members of the Agency. The Development team includes each General Partner if the Mortgagor is to be a partnership, any other entity as has been approved as Mortgagor, General Contractor, Architect, and Management Agent.
24. Syndication of limited partnership interests to other limited partnerships or corporate entities will not be permitted.
25. Prior to closing, all requirements of MHFA with regard to debt service and specified escrows on prior MHFA developments of this developer, or any member of the developer entity must be current.

SPECIAL CONDITIONS:

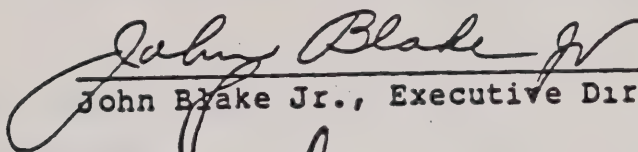
26. The Construction Letter of Credit required in preceeding paragraph numbered 6(b) shall be in an amount equal to 4% of the construction cost.
27. The Operating Letter of Credit required in preceeding paragraph numbered 6(c) shall be in an amount equal to 4% of the loan amount. The Letter of Credit will decline according to the following sequence: 4%, 3%, 2%, 1.5%, 1.5%, ... after each full year of operation in which there is a positive cash flow; the years can not be earlier than years 3 and 4. This Letter of Credit shall be made available to MHFA by the time of completion of construction.
28. This commitment is subject to allocation of Section 8 Annual Contribution Contract Authority totalling \$147,588.

This commitment shall remain in effect for 90 days from the date hereof. It shall not be assignable, and shall immediately

terminate in the event of the appointment of a receiver for any part of your property, or the commencement of any proceeding against you under any bankruptcy or insolvency laws.

This commitment is valid only if signed and returned to MHFA within 10 days of receipt.

MASSACHUSETTS HOUSING FINANCE AGENCY



John Blake Jr., Executive Director

ACCEPTED BY:

DATE:

Attachments:

Rent Schedule
Mortgage Application

PROJECT NO. 82-038RDATE August 16, 1982

TRADE ITEM BREAKDOWN

FOR DEVELOPMENTS INCLUDING RESIDENTIAL SPACE ONLY

Name of Project ANCHORAGE APARTMENTSName of Contractor Barkan Construction Company, Inc.Address of Contractor 1330 Boylston St., Chestnut Hill, MA 02167 Phone: 734-9600Signed [Signature]Title Mel A. Barkan, President

CONSTRUCTION COST ESTIMATE ITEMS

	Total Estimate	Dollars Per Unit	Item as % Of Total
1. general conditions	245,000	2,188	6.0
2. excavation	120,000	1,071	2.9
3. unusual site conditions	40,000	357	1.0
4. paving	75,000	670	1.8
5. structural concrete	85,000	759	2.1
6. structural steel	265,000	2,366	6.5
7. reinforcing steel	15,000	134	0.4
8. miscellaneous metals	90,000	804	2.2
9. carpentry and millwork (inc. cabinets)	110,000	982	2.7
10. roofing, flashing and caulking	145,000	1,295	3.6
11. windows and doors	255,000	2,277	6.3
12. glass and glazing (w/windows & drs.)	-	-	-
13. masonry new & restoration	265,000	2,366	6.5
14. hardware	25,000	223	0.6
15. floor and wall covering	135,000	1,205	3.3
16. interior wall construction	550,000	4,910	13.5
17. painting	75,000	670	1.8
18. kitchen and special equipment	85,000	759	2.1
19. plumbing	335,000	2,991	8.2
20. HVAC	280,000	2,500	6.9
21. electrical	350,000	3,125	8.6
22. industrial components	-	-	-
23. elevators (2)	80,000	714	2.0
24. compactors (2)	25,000	223	0.6
25. specialties	20,000	179	0.5
26. demolition	210,000	1,875	5.1
27. contingency	120,000	1,072	2.8
28. contractor's general overhead	80,000	714	2.0
29. contractor's profit*	-	-	-
TOTAL AMOUNT	\$ 4,080,000	\$ 36,429	100.

Estimate Valid for Construction Start on: October 1, 1982Number of Months to Complete Construction 10 months

*Not available if identity of interest exists between mortgagor and contractor.



PROJECT NUMBER MHFA 82-038R
DATE 8/16/82
PROPOSAL: COMMITMENT ()
RECOMMITMENT ()
MORTGAGE INCREASE ()
CONSTRUCTION LOAN ()
PERMANENT LOAN ()

APPLICATION FOR MORTGAGE FINANCING
FOR DEVELOPMENTS INCLUDING RESIDENTIAL SPACE ONLY

Name of Project ANCHORAGE APARTMENTS
Address of Project North St. & First Avenue, Charlestown, MA
Name of Mortgagor Building 103 Associates
Address of Mortgagor c/o Mel A. Barkan, 1330 Boylston St., Chestnut Hill, Mass. 02167

Signed [Signature]
Title Mel A. Barkan

DATE: 10/5/82

Total Loan Amount \$ 5,075,900 Estimated Closing Date Oct. 1, 1982
Total Replacement Cost \$ 5,639,900 Equity Amount \$ 564,000
Construction Loan: Rate 13.0 % Override 0.5 % Term 12 Months Constant 0.13500
Permanent Loan: Rate 13.5 % Override 0.5 % Term 30 Years Constant 0.14309

No. Apartment Units 113 No. of Buildings 1 No. of Stories 3
No. Elderly Units 112 No. of Family Units - No. Handicapped Units 11
No. Section 8 Units 28 No. Int. Sub. Units 13A-84 No. Unsubsidized Units -

Construction Type: Type I (), Type II or III (), Type IV (), V or VI (), Rehab (x)
Construction Contract Type: Union (x), Open Shop ()

Mortgage Amount per Unit \$ 45,320 Construction Cost per Sq. Ft. \$ 50.37
Gross Square Footage 81,000 Av. Gross Area/Apt. 723 Av. BR/Apt. .75
Total Land Value \$ 200,000 Land Value per Unit \$ 1785
No. Parking Spaces: outdoor 35 enclosed - spaces per unit .31

Special Features: Community room with kitchen; laundry room.

Equipment and Services to be Included in Rent: Section 8 apts. have utility allowance;
Section 13A units are to be individually metered (oil only to be included in rent).
light (), cooking (), elec. Heat (), gas heat (), oil heat (x), refrig. (),
gas range (), elec. range (), dishwasher (), disposal (), exhaust fan (),
central a.c. (), a.c. sleeves (), window a.c. (), carpet (x), drapes (), shades (x)
swimming pool (), elevators (no.)

Services Paid By ^{13-A} Tenants: Electric for cooking, lights, other appliances (Sect. 8 tenants on utility allowance).

FOR AGENCY USE

site fee amt. \$ _____ date rec'd _____ appl. fee amt. \$ _____ date rec'd _____

data presented to Board

action of Board

SUMMARY OF PROJECT INCOME AND EXPENSES

PROJECT ANCHORAGE APARTMENTS

MORTGAGE APPLICATION PAGE 2

MHFA PROJECT NO.82-038R

	Sect. 8		13-A			
No. of Bedrooms	9	1	0	1		
No. Of units	7	21	21	63		
Net Rentable SF per Unit	455	585	455	585		
E=elev., W=walkup, R=row	E	E	E	E		
F=family, E=elderly, H=handicap	E	E	E	E		
Market Rate Rent						
Rate: 18 Term: 25 Const.: .1829188	653	761	653	761		
MHFA Below Market Rent						
Rate 13.5 Term: 30 Const.: .14309239	503	611				
Adjusted MHFA Rent						
MHFA Rent Adjusted Down 10%	453	550				
Rent Unsubsidized						
Rent Subsidized ()			347	428		
Rent Subsidized (Section 8)	347	428				
Section 8 Utility Allowance	27	33				
Section 8 Percent of FMR						

INCOME

Rents - Residential	548,016	
Parking - (- spaces @ \$ - month x 12)	-	
Gross Possible Rental Income		548,016
Vacancies and Bad Debt { 1% Sect.8 = 1370 5% Sec.13A=20550		
Residential { % of G.P.I.)	21,920	
Parking (— % of G.P.I.)	-	
Loss on Delinquent Accounts	-	
Total Losses		(21,920)
Effective Rental Income		526,096
Interest Subsidy (Type: 13A)		529,642
Other Income (Sources: laundry)		1,031
Effective Gross Income		1,056,769
Expenses		
Total Annual Operating Expenses	296,607	
Debt Service (constant 0.14309239)	726,322	
Total Disbursements Prior to Dividend Distribution		(1,022,929)
Net Available for Dividend		33,840
Dividend Distribution (6 % on 564,000 equity)		(33,840)
Balance		-0-

TOTAL ANNUAL OPERATING EXPENSE SCHEDULE

PROJECT ANCHORAGE APARTMENTS

MORTGAGE APPLICATION PAGE 3
MHFA NO. 82-038R

<u>ITEM</u>	<u>EXPENSE</u>	<u>SUBTOTAL</u>	<u>EXPENSE PER UNIT</u>
<u>Management Fee</u>		<u>26,320</u>	<u>235</u>
<u>Administrative</u>			<u>168</u>
Payroll Expenses-Incl. Taxes, etc.	<u>178,800</u>		<u>9</u>
Legal	<u>1,000</u>		<u>31</u>
Audit	<u>3,500</u>		<u>4</u>
Marketing Expenses	<u>500</u>		<u>18</u>
Telephone	<u>2,000</u>		<u>6</u>
Office Supplies	<u>700</u>		<u>9</u>
Other Administrative Expenses	<u>1,300</u>		<u>245</u>
Sub-total - Administrative		<u>27,500</u>	
<u>Maintenance</u>			<u>212</u>
Payroll Expenses-Incl. Taxes, etc.	<u>23,700</u>		<u>27</u>
Janitorial Materials	<u>3,000</u>		<u>2</u>
Landscaping	<u>200</u>		<u>90</u>
Decorating (interior only)	<u>10,064</u>		<u>150</u>
Repairs (interior and exterior)	<u>16,800</u>		<u>44</u>
Elevator Maintenance	<u>5,000</u>		<u>19</u>
Garbage and Trash Removal	<u>2,200</u>		<u>14</u>
Snow Removal	<u>1,500</u>		<u>9</u>
Exterminating	<u>1,000</u>		<u>0</u>
Pool Maintenance	<u>0</u>		<u>9</u>
Miscellaneous	<u>1,000</u>		<u>576</u>
Sub-total - Maintenance		<u>64,464</u>	
<u>Security</u>			
<u>Utilities</u>			<u>89</u>
Electricity (common only)	<u>10,000</u>		
Gas	<u>-</u>		<u>550</u>
Oil	<u>61,600</u>		<u>50</u>
Water and Sewer	<u>5,600</u>		<u>689</u>
Sub-total - Utilities		<u>77,200</u>	
<u>Utility Allowance (Section 8 Only)</u>		<u>10,500</u>	<u>94</u>
<u>Insurance</u>		<u>7,840</u>	<u>70</u>
<u>Oper. Exp. Before Tax & Rep. Res.</u>		<u>213,840</u>	<u>1,909</u>
<u>Taxes</u>			
Real Estate Taxes	<u>62,683</u>		
Other Taxes	<u>-</u>		<u>560</u>
Sub-total - Taxes		<u>62,683</u>	
<u>Replacement Reserve (.075% dir. con.)</u>		<u>30,600</u>	<u>273</u>
<u>Utility Allowance (Section 8 Only)</u>		<u>(10,500)</u>	<u>(94)</u>
<u>TOTAL ANNUAL OPERATING EXPENSES</u>		<u>296,607</u>	<u>2,648</u>

SUMMARY OF ESTIMATED PROJECT COSTS

PROJECT ANCHORAGE APARTMENTS

MORTGAGE APPLICATION PAGE 4
MHFA PROJECT NO. 82-038R

Square Footage and Construction Cost Information

Gross Residential Non-Community Sq. Ft.	<u>79,837</u>
Gross Community Square Footage	<u>1,163</u>
Total Gross Square Footage	<u>81,000</u>
Net Rentable Residential Square Footage	<u>62,527</u>
Net-Rentable Res. SF as % Gross Res. SF	<u>77.2%</u>
Construction Cost per Total Gross Sq. Ft.	<u>50.37</u>
Construction Cost per Residential Unit	<u>36,400</u>

Direct Construction Costs

4,080,000

Construction Fees

Surveys, Permits, etc.	<u>42,200</u>
Bond Premium (.007 % dir. const.)	<u>29,000</u>
Arch. Design (4 % dir. const.)	<u>163,200</u>
Arch. Inspec. (1 % dir. const.)	<u>40,800</u>
Clerk of Works	<u>30,000</u>

Total Fees

305,200

Total Construction Costs

4,385,200 1

General Development Costs

Construction Loan Interest	
months <u>12</u> rate <u>13.5</u>	<u>342,600</u>
Real Estate Taxes	<u>42,000</u>
Insurance	<u>13,000</u>
MHFA Site Inspection Fee	<u>300</u>
MHFA Application Fee	<u>3,360</u>
MHFA Financing Fee (<u>2</u> % loan)	<u>101,500</u>
Legal Fees	<u>22,240</u>
Title and Recording Expenses	<u>10,000</u>
Accounting & Cost Certification	<u>7,000</u>
Rent-up and Marketing	<u>15,700</u>
Relocation	<u>-</u>
Appraisal Fees	<u>2,500</u>
Credit for Rental Income	<u>()</u>
Total Gen. Development Costs	<u>560,200</u>

2 17,200 at 12 1/2 %

Developers' Fee (10% of Lines 1 & 2)

494,500 3

Land _____ sq.ft. @ \$ _____ per sq.ft.

200,000 4

Total Replacement Cost

5,639,900 5

Equity - Developers' Fee

494,500

Cash

69,500

Total

564,000

(564,000) 6

Loan

5,075,900 7

Loan/Replacement Cost Ratio

90% 8

PROJECT NO. 82-038RDATE August 16, 1982

TRADE ITEM BREAKDOWN

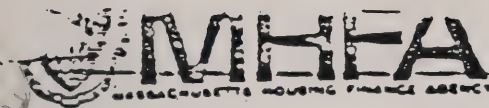
FOR DEVELOPMENTS INCLUDING RESIDENTIAL SPACE ONLY

Name of Project ANCHORAGE APARTMENTSName of Contractor Barkan Construction Company, Inc.Address of Contractor 1330 Boylston St., Chestnut Hill, MA 02167 Phone: 734-9600Signed [Signature]Title Mel A. Barkan, PresidentCONSTRUCTION COST ESTIMATE ITEMS

	Total Estimate	Dollars Per Unit	Item as % Of Total
1. general conditions	245,000	2,188	6.0
2. excavation	120,000	1,071	2.9
3. unusual site conditions	40,000	357	1.0
4. paving	75,000	670	1.8
5. structural concrete	85,000	759	2.1
6. structural steel	265,000	2,366	6.5
7. reinforcing steel	15,000	134	0.4
8. miscellaneous metals	90,000	804	2.2
9. carpentry and millwork (inc. cabinets)	110,000	982	2.7
10. roofing, flashing and caulking	145,000	1,295	3.6
11. windows and doors	255,000	2,277	6.3
12. glass and glazing (w/windows & drs.)	-	-	-
13. masonry new & restoration	265,000	2,366	6.5
14. hardware	25,000	223	0.6
15. floor and wall covering	135,000	1,205	3.3
16. interior wall construction	550,000	4,910	13.5
17. painting	75,000	670	1.8
18. kitchen and special equipment	85,000	759	2.1
19. plumbing	335,000	2,991	8.2
20. HVAC	280,000	2,500	6.9
21. electrical	350,000	3,125	8.6
22. industrial components	-	-	-
23. elevators (2)	80,000	714	2.0
24. compactors (2)	25,000	223	0.6
25. specialties	20,000	179	0.5
26. demolition	210,000	1,875	5.1
27. contingency	120,000	1,072	2.8
28. contractor's general overhead	80,000	714	2.0
29. contractor's profit*	-	-	-
<u>TOTAL AMOUNT</u>	<u>\$ 4,080,000</u>	<u>\$ 36,429</u>	<u>100.</u>

Estimate Valid for Construction Start on: October 1, 1982Number of Months to Complete Construction 10 months

*Not available if identity of interest exists between mortgagor and contractor.



RECOMMITMENT (x)
MORTGAGE INCREASE ()
CONSTRUCTION LOAN ()
PERMANENT LOAN (x)

APPLICATION FOR MORTGAGE FINANCING

FOR DEVELOPMENTS INCLUDING RESIDENTIAL SPACE ONLY

REVISED 12/12/84

Name of Project Anchorage Apartments
Address of Project North Street & First Avenue, Charlestown, MA
Name of Mortgagor Building 103 Associates
Address of Mortgagor c/o Borham Properties, 1330 Boylston St, Chestnut Hill, MA

Signed _____
Title _____

Total Loan Amount \$ 3,565,000 Estimated Closing Date _____
Total Replacement Cost \$ 5,990,796 Equity Amount \$ 2,364,228
Construction Loan: Rate 10.61 % Override .5 + .25 % Term 12 Months Constant 0.
Permanent Loan: Rate 10.61 % Override .5 % Term 30 Years Constant 0.1165137

No. Apartment Units 112 No. of Buildings 1 No. of Stories _____
No. Elderly Units 111 No. of Family Units _____ No. Handicapped Units _____
No. Section 8 Units 0 No. Int. Sub. Units _____ No. Unsubsidized Units _____

Construction Type: Type I (), Type II or III (), Type IV (), V or VI (), Rehab ()
Construction Contract Type: Union (), Open Shop ()

Mortgage Amount per Unit \$ 31,830 Construction Cost per Sq. Ft. \$ _____
Gross Square Footage 81,000 Av. Gross Area/Apt. 723 Av. BR/Apt. 67
Total Land Value \$ 200,000 Land Value per Unit \$ 1801
No. Parking Spaces: outdoor _____ enclosed _____ spaces per unit _____

Special Features: Community Room, Laundry Room

Equipment and Services to be Included in Rent:

light (), cooking (), elec. Heat (), gas heat (), oil heat (x), refrig. (x).
gas range (), elec. range (x), dishwasher (), disposal (x), exhaust fan (x).
central a.c. (), a.c. sleeves (), window a.c. (), carpet (x), drapes ().
swimming pool (), elevators (no.)

Services Paid By Tenants: Electric cooking, lights, other appliances

FOR AGENCY USE

site fee amt. \$ _____ date rec'd _____ appl. fee amt. \$ _____ date rec'd _____
date presented to Board _____ action of Board _____

BUILDING 103 ASSOCIATES LIMITED PARTNERSHIP
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

This Certificate and Agreement of Limited Partnership is entered into as of the 28th day of December, 1984, by and among Immobiliare New England, with its principal office at Eighth Street, Charlestown, Massachusetts and Mel A. Barkan and Louis N. Garfield with a principal office at 1330 Boylston Street, Chestnut Hill, Massachusetts 02167, as General Partners, and the persons set forth in the Schedule attached hereto, as Limited Partners.

ARTICLE I
Defined Terms

For the purposes of this Agreement, the following terms shall have the following meanings:

"Affiliated Person" means any (i) General Partner, (ii) Limited Partner, (iii) member of the Immediate Family of any General Partner or Limited Partner, (iv) legal representative of any person referred to in the preceding clauses (i) through (iii), (v) trustee of a trust for the benefit of any person referred to in the preceding clauses (i) through (iii), (vi) corporation of which a majority of the voting interest is owned by any one or more of the persons referred to in the preceding clauses (i) through (iii), or (vii) officer, director, employee or stockholder of a corporation referred to in clause (vi).

"Agreement" means this Certificate and Agreement of Limited Partnership, as amended from time to time.

"Capital Contribution" means the amount of cash or agreed value of property contributed to the Partnership by each Partner as shown in the Schedule. Any reference in this Agreement to the Capital Contribution of a then Partner shall include a Capital Contribution previously made by any prior Partner for such Partnership interest of such then Partner.

"Cash Flow" means net income after taxes (if any) determined under generally accepted accounting principles, increased by the depreciation expense used in computing net income and decreased by principal loan amortization payments and capital expenditures.

"Certificate of Limited Partnership" means this Certificate and Agreement of Limited Partnership, together with such other amended certificate as is filed with the State from time to time.

"General Partner" means any person designated as a General Partner in the Schedule or any person who becomes a General Partner as provided herein, in such Partner's capacity as a General Partner of the Partnership.

"General Partners" means all those persons who are then General Partners. If there shall be only one General Partner, "General Partners" as used herein shall be deemed to refer to that General Partner.

"Immediate Family" means, with respect to any person, his spouse, parents, parents-in-law, descendants, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, children-in-law and grandchildren-in-law, including any such adopted individuals.

"Limited Partner" means any person designated as a Limited Partner in the Schedule or any person who becomes a Limited Partner as provided herein, in such person's capacity as a Limited Partner of the Partnership.

"Limited Partners" means all those persons who are then Limited Partners.

"Limited Partnership" or "Partnership" means the limited partnership formed in accordance with this Partnership Agreement by the parties hereto, as said limited partnership may from time to time be constituted and amended.

"Managing General Partner" means the General Partner designated as such pursuant to Section 4.2 of the Agreement, if such a designation is then in effect.

"Partner" means any General Partner or Limited Partner.

"Person" means any individual or entity, and the heirs, executors, administrators, successors and assigns of such person where the context so admits; and unless the context otherwise requires the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

"Retirement" means as to a General Partner, the occurrence of any of the following: retirement, death, adjudication of insanity or incompetence, dissolution, liquidation, bankruptcy or voluntary or involuntary withdrawal for any reason. Voluntary withdrawal shall occur on the date of such withdrawal stated in a written notice from the General Partner to all other Partners, which date of withdrawal shall be at least 30 days after the date such notice is given. Bankruptcy shall be deemed to occur whenever a General Partner shall be adjudicated a bankrupt or execute an assignment for the benefit of creditors, or be subject to the direction and control of a receiver and such receivership proceedings shall not be dismissed within 90 days of the receiver's appointment.

"Schedule" means Schedule A annexed hereto, as amended from time to time, and as so amended at the time of reference thereto.

"State" means the Commonwealth of Massachusetts.

"Total Contribution" means the total of initial and all additional contributions made and to be made by each Partner.

"Uniform Act" means the Uniform Limited Partnership Act as amended, adopted by the State.

ARTICLE II Formation; Name and Purpose

2.1 Formation. The parties hereby form a limited partnership pursuant to the laws of the Commonwealth of Massachusetts.

2.2 Name and Office. The Partnership shall be conducted under the name and style of Building 103 Associates Limited Partnership. The principal office of the Partnership shall be 1330 Boylston Street, Chestnut Hill, Massachusetts, 02167. The General Partners may at any time change the location of the principal office of the Partnership and shall give due notice of any such change to the Limited Partners.

2.3 Registered Agent. The registered agent for service of process is Prentice-Hall Corporation System, Inc., 84 State Street, Boston, Massachusetts 02109.

2.4 Purpose. The purpose of the Partnership is to develop, rehabilitate and operate as residential housing a parcel of property and the building situated thereon in the Charlestown, Navy Yard, Boston, Massachusetts.

ARTICLE III Partners: Capital

3.1 General Partner. The names of the General Partners of the Partnership and the amount contributed to the capital of the Partnership value are set forth in the Schedule.

3.2 Limited Partners. The original Limited Partners are the persons set forth in the Schedule, and the amount contributed to the capital of the Partnership in property of agreed value are set forth in the Schedule.

3.3 Partnership Capital. The capital of the Partnership shall be the aggregate amount of the agreed value of property contributed by the General Partners and the Limited Partners, as set forth in the Schedule. The original capital account of each Partner shall be the amount of his Capital Contribution. Each Partner shall be required to contribute capital to the Partnership in an amount equal to the amount of his or its Initial Capital Contribution as shown on the Schedule.

3.4 Interest on Capital. No interest shall be paid on any Capital Contribution to the Partnership.

3.5 Withdrawal of Capital. No Partner shall have the right to withdraw his Capital Contribution or the right to receive any funds or property of the Partnership except as may be specifically provided in this Agreement.

3.6 Loans by Partners. If any Partner shall loan any monies to the Partnership, the amount of any such loan shall not be an increase of his Capital Contribution or entitle him to any increase in his share of the profits, losses or distributions of the Partnership; but the amount of any such loan shall be an obligation of the Partnership to such Partner, and unless otherwise provided and agreed shall be repaid to him without interest.

3.7 Liability of Limited Partners. No Limited Partner shall be personally liable for any liabilities, contracts or obligations of the Partnership, except to the extent specifically provided in the Uniform Act. A Limited Partner's liability is limited to the amount of his Capital Contribution. After his Capital Contribution has been made, no Limited Partner shall be required to make any further capital contributions or lend any funds to the Partnership. No General Partner shall have any personal liability for the repayment of the Capital Contribution of any Partner.

3.8 Additional Limited Partners. The General Partners shall be authorized to admit to the Partnership additional Limited Partners only with the written consent of the Limited Partners representing 50% or more of the Limited Partnership interests.

ARTICLE IV

Rights, Powers and Duties of General Partner

4.1 Authorized Act. Subject to the provisions of this Agreement, but without the consent of any Limited Partner, the General Partners, for, in the name and on behalf of the Partnership, are hereby authorized to do any act, conduct any activity, or enter into any contract or agreement, or to do any other thing authorized by the Uniform Act and which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

4.2 Management of Partnership Business. The business and affairs of the Partnership shall be managed solely by the General Partners who shall devote such amount of their time and services as they, in their absolute discretion, deem necessary. To the extent permitted by the applicable law of the State, the General Partners shall possess and enjoy all the rights and powers of partners in a general partnership. Each of the Partners consents that any Partner may engage in and/or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management and development of real property. A reasonable salary or other reasonable compensation may be paid to the General Partners for services

rendered by them to the Partnership. The General Partners shall be reimbursed by the Partnership for all expenses incurred by them in connection with the business of the Partnership.

The General Partners may, by majority vote, appoint a General Partner to serve as the Managing Partner of the Partnership. The Managing Partner shall have the full authority to act on behalf of and bind the Partnership for the purpose of carrying on the business of the Partnership, including, without limitation, the authority to execute any note, instrument, contract, or agreement in the name of the Partnership for said purpose. Any person dealing with the Partnership may, without further inquiry, rely on this Agreement as conclusive proof of the Managing Partner's authority, as aforesaid, unless and until this Section 4.2 is amended and an Amended Certificate of Limited Partnership reflecting the amendment is duly filed with the Secretary of State of the Commonwealth of Massachusetts.

4.3 Business Control. No Limited Partner (except one who may also be a General Partner, and then only in his capacity as General Partner) shall participate in or have any control over the Partnership business, except as required by law. The Limited Partners hereby consent to the exercise by the General Partners of the powers conferred on them by this Agreement and to the employment, when and if in the sole discretion of the General Partners the same is deemed necessary or advisable, of such brokers, agents or attorneys as the General Partners may determine (notwithstanding that any parties to this Agreement may have an interest in, or be one of, such brokers, agents or attorneys). No Limited Partner (except one who may also be a General Partner, and then only in his capacity as a General Partner) shall have any authority or right to act for or bind the Partnership.

4.4 Withdrawal by General Partners. No General Partner shall have the right to withdraw from the Partnership at any time without the consent of the remaining General Partners. In the event a General Partner withdraws from the Partnership, the remaining General Partners shall have the right, subject to the written consent of those Limited Partners having an aggregate interest in the Partnership of not less than 51%, to designate a successor General Partner or General Partners and to admit additional General Partners.

4.5 Indemnification. The General Partners shall not be liable to the Partnership or to the Limited Partners for any loss or liability incurred in connection with any act performed or admitted, nor for negligence or any other matter, except for any loss or liability resulting from their own acts or willful misconduct or gross negligence. Nothing contained in this paragraph shall be construed as imposing any liability on any Limited Partner, except one who may also be a General Partner.

4.6 Dealing with Affiliated Persons. The General Partner may, in the name and on behalf of the Partnership, enter into

such agreements, contracts or the like with any Affiliated Person as an individual, as distinguished from his capacity, if any, as a Partner, to undertake and carry out the business of the Partnership as if such Affiliated Person were an independent contractor; and the General Partners may obligate the Partnership to pay for and on account of any such services reasonable compensation therefor.

The fact that a Partner or a member of his family is employed or is directly interested in or connected with any Person employed by the Partnership to render or perform a service or from whom or which the Partnership may buy merchandise or other property, shall not prohibit the General Partner from employing or otherwise dealing with such Person and neither the Partnership nor any Partner shall have any rights in or to any income or profits derived therefrom.

ARTICLE V Term and Dissolution

5.1 Term of Partnership. The Partnership shall continue in full force and effect until December 31, 2030, except that the Partnership shall be dissolved prior to such date upon the happening of any of the following events:

- A. the sale or other disposition of all or substantially all the assets of the Partnership, or
- B. the Retirement of the sole remaining General Partner unless the Limited Partners shall, within 60 days after such Retirement, designate a successor General Partner in accordance with the provisions of Section 8.2, or
- C. the unanimous decision of the General Partners to terminate the Partnership, or
- D. dissolution in accordance with the uniform act.

5.2 dissolution of partnership. upon dissolution, all certificates or notices thereof required by law shall be filed by the General Partners and the Partnership business shall be concluded as hereinafter provided unless the Limited Partners unanimously agree to continue the business of the Partnership by reconstituting the Partnership and, if no General Partner then exists, by designating a successor General Partner in accordance with the provisions of Section 8.2.

Upon dissolution, all property of the Partnership other than cash shall, within a reasonable time, be sold or otherwise converted into cash or receivables (or transferred in satisfaction of Partnership debts) and the proceeds thereof, shall, to the extent available, after the payment or the making provision for the payment, when due, of any debts of the Partnership, be dis-

tributed to the Partners in cash and/or in kind, subject to any liability for the Partnership.

The Partnership's accountant shall prepare and furnish to each Partner a schedule of distributions to be made in complete liquidation of the Partnership, together with a reconciliation with the last financial statement of the Partnership. Upon complete liquidation of the Partnership property, the Limited Partners shall cease to be such and any General Partner shall execute, acknowledge and cause to be filed all certificates necessary to terminate the Partnership.

ARTICLE VI Retirement of a General Partner

6.1 Election to Continue. If, upon the Retirement of a General Partner, there shall be one or more other General Partners then in existence, the Partnership shall not be dissolved but the interest of the Retiring General Partner may be transferred to the remaining General Partners. Upon the Retirement of the sole remaining General Partner, the successor General Partner, if any, designated in accordance with Section 8.2, shall elect to continue the business of the Partnership. Such an election to continue the business of the Partnership shall be made by giving written notice thereof to all the Limited Partners simultaneously with his designation.

After the Retirement of a General Partner, the General Partner who shall have retired, or his estate, shall be and remain liable for all obligations and liabilities incurred by the Partnership during his membership therein, but such Retired General Partner or his estate shall be free of any further liabilities on account of the activities of the Partnership from and after the time as of which he ceased to be a General Partner of the Partnership.

6.2 Failure to Designate Successor General Partner. In the event no successor General Partner is designated in accordance with Section 8.2 upon the Retirement of the sole remaining General Partner, then the Partnership shall be dissolved and the Partnership assets shall be distributed under the provisions of Article V and IX.

ARTICLE VII Transferability of Limited Partner Interests

7.1 Restrictions on Transfer. Except as permitted below, no Limited Partner may transfer, sell, alienate, assign or otherwise dispose of all or any part of his interest in the Partnership, whether voluntarily, involuntarily or by operation of law, or at judicial sale or otherwise, without the consent of the General Partners. The immediately preceding sentence of this Article shall not apply to the transfer or assignment (in trust or other-

wise) by a Limited Partner, whether on death or inter vivos, of all or any part of his interest in the Partnership:

- A. To or for the benefit of himself, his Immediate Family, or another Partner, or
- B. To the legal representatives of a deceased or incapacitated Limited Partner, or by such a legal representative to accomplish any transfer or assignment permitted by the foregoing subparagraph A.

Notwithstanding the foregoing, no assignment or transfer of a Limited Partner's share shall be considered to be with a substitute Limited Partner without first complying with Section 7.2.

In no event shall all or any part of a Limited Partner's interest in the Partnership be assigned or transferred to a minor (other than a member of his Immediate Family by reason of death) or incompetent, and any such attempted assignment shall be void and ineffectual and shall not bind the Partnership.

7.2 Substitute Limited Partner. No Limited Partner shall have the right to substitute an assignee as a Limited Partner in his place. The General Partners shall, however, have the right to permit such assignee to become a substitute Limited Partner and any such permission by the General Partners shall be binding and conclusive without the consent or approval of any Limited partners. Any such substitute Limited Partner shall, as a condition of receiving any interest in Partnership Property, agree to be bound by the provisions of this Agreement, and shall also agree to accept such other terms and conditions as the General Partners in their sole discretion may determine.

Upon the admission of a substitute Limited Partner, the Schedule shall be amended to reflect the name and address of such substitute Limited Partner, and an amendment to the Certificate of Limited Partnership reflecting such admission shall be filed as required by the Uniform Act. Each substitute Limited Partner shall execute such instrument or instruments as shall be required by the General Partners to signify his agreement to be bound by all the provisions of this Agreement, as amended from time to time.

Each of the General Partners, is hereby constituted the attorney-in-fact of all Limited Partners to execute, acknowledge and deliver such instruments as may be necessary or appropriate to carry out the provisions of this Article VII, including amendments to the Schedule, amendments to the Partnership Certificate required by the Uniform Act, business certificates and the like.

7.3 Assignees. In the event of the decease or incapacity of a Limited Partner, his personal representative shall have the same status as an assignee of the Limited Partner unless and

until the General Partners shall permit such personal representatives to become a substitute Limited Partner on the same terms and conditions as herein provided for assignees generally. The death of a Limited Partner shall not dissolve the Partnership.

An assignee of a Limited Partner who does not become a substitute Limited Partner as provided above shall only have the right to receive the same share of profits, losses and distributions of the Partnership to which the assigning Limited Partner would have been entitled if no such assignment had been made by such Limited Partner.

Any Limited Partner who shall assign all his interest in the Partnership shall cease to be a Limited Partner of the Partnership, and shall no longer have any rights or privileges of a Limited Partner except that, unless and until the assignee of such Limited Partner becomes a substitute Limited Partner, the assignor Limited Partner shall retain all the statutory rights and be subject to all the statutory obligations of an assignor Limited Partner.

In the event that any assignment of the interest of a Limited Partner shall be made, there shall be filed with the Partnership a duly executed and acknowledged counterpart of the instrument making such assignment, and such instrument must evidence the written acceptance of the assignee to all the terms and provisions of this Agreement and until such instrument is so filed, the Partnership need not recognize any such assignment for any purpose hereunder.

As assignee of the interest of a Limited Partner who does not become a substitute Limited Partner as provided aforesaid and who desires to make a further assignment of his interest shall be subject to all the provisions of this Article VII to the same extent and in the same manner as any Limited Partner desiring to make an assignment of this interest.

ARTICLE VIII

Interest of a Retired

General Partner; Successor General Partner

8.1 Interest of a Retired General Partner. Upon the Retirement of a General Partner, he or his legal representative shall be deemed an assignee of his General Partner interest with an interest in the profits, losses and distributions of the Partnership equal to that which such Retired General Partner had prior to this Retirement. The foregoing shall apply when the sole remaining General Partner retires. In the event that a General Partner retires and there shall be one or more other General Partners then in existence, the retiring Partner may transfer to the remaining General Partner, all his rights, interests, responsibilities and liabilities, provided, however, that said remaining General Partner agrees to assume the same.

8.2 Successor General Partner. Upon the Retirement of a sole remaining General Partner, those Limited Partners having an aggregate interest in the Partnership of not less than 51% shall have the right, at any time within 60 days after such Retirement, to designate in writing a successor General Partner to such Retired General Partner with such interest in the profits, losses and distributions of the Partnership and upon such other terms as the Limited Partners shall determine. Upon the written agreement by such designated individual to be a General Partner hereunder, such individual shall become a General Partner hereunder. In the event that no successor General Partner is chosen, the Partnership shall terminate and its assets shall be distributed in accordance with Article IX hereof.

8.3 Powers of Successor General Partner. A successor General Partner designated in accordance with Section 8.2 shall have the same rights, powers and obligations as an original General Partner hereunder.

8.4 Amendment to Certificate. Upon the admission of a new successor General Partner, the Schedule shall be amended to reflect such admission and an amendment to the Certificate of Limited Partnership, reflecting such admission, shall be filed as required by the Uniform Act. Each of the General Partners is hereby constituted the attorney-in-fact of all Limited Partners to execute, acknowledge and deliver such instruments as may be necessary or appropriate to carry out the foregoing provisions of this Article VIII, including amendments to the Schedule, amendments to the Certificate of Limited Partnership required by the Uniform Act, business certificates and the like.

ARTICLE IX

Profits & Losses; Distributions and Capital Accounts

9.1 Profits & Losses; Distributions. All profits, losses and distributions (including distributions upon dissolution of the Partnership) shall be shared by each Partner in accordance with his Percentage Interest as set forth in the Schedule.

Distribution of available funds of the Partnership shall be made at such time, and to such extent, as the General Partner shall in its sole discretion determine. The General Partner shall have the right to hold in reserve and not to distribute such amounts of profits or other funds of the Partnership as it deems advisable or necessary to carry out the purposes of the Partnership.

9.2 Miscellaneous.

- A. All profits and losses shared by the Partnership shall be credited or charged, as the case may be, to their capital accounts.

- B. All distributions to the Partners shall be charged to their capital accounts.
- C. All profits and losses shall be determined in accordance with the accounting methods followed by the Partnership for federal income tax purposes.

ARTICLE X

Books and Records, Accounting, Tax Elections, etc.

10.1 Books and Records. The books and records of the Partnership shall be kept and maintained at the principal office of the Partnership and shall be available for examination by any Partner, or his duly authorized representatives, during regular business hours. The Partnership may maintain books and records and may provide such financial or other statements as the General Partners deem advisable.

10.2 Bank Accounts. The bank accounts of the Partnership shall be maintained in such banking institutions as the General Partners shall determine, and withdrawals shall be made on such signature or signatures as the General Partners shall determine.

10.3 Audits. The books of the Partnership shall be examined annually by the accountant or accounting firm as shall be selected by the General Partners. As soon as practicable after the end of each calendar year the General Partners shall mail to each Partner statements showing the profits and losses of the Partnership, the balance sheet of the Partnership, and all necessary tax information, together with a report of such accounting firm covering the results of its examination of the books of the Partnership.

10.4 Federal Income Tax Elections. All income tax returns of the Partnership shall be prepared by the General Partners or accountant(s) chosen by the General Partners, and the General Partners in their sole discretion shall determine the elections and other items to be reported in such tax returns. The General Partners shall from time to time designate from their number a "Tax Matters Partner" as such term is defined in the Internal Revenue Code.

10.5 Special Basis Adjustments. In the event of a transfer of all or any part of the interest of a General or Limited Partner, the Partnership may elect, pursuant to Section 754 of the Internal Revenue Code of 1954 (or corresponding provisions of succeeding law) to adjust the basis of the Partnership property. However, the determination of profits, losses and distributions and capital accounts shall, for purposes of Article IX of this Agreement, be made without taking into account any such special basis Adjustments. Each Partner will furnish the Partnership with all information necessary to give effect to any such election.

ARTICLE XI General Provisions

11.1 Appointment of General Partner as Attorney-in-fact. Without limiting the effect of provisions elsewhere in this Agreement appointing the General Partners as attorneys-in-fact for all those who are or become Limited Partners (including substitute or additional Limited Partners) under this Agreement in connection with the doings of certain acts and filing of certain papers, each Limited Partner hereunder (including a substitute or additional Limited Partner) hereby irrevocably appoints and empowers each General Partner his attorney-in-fact to execute all instruments and file all documents requisite to carrying out the intention and purpose of this Agreement; including but not limited to the Certificate of Limited Partnership, and amendments thereto, as required by the Uniform Act and the filing of all business certificates.

The appointment of all Limited Partners of each General Partner as aforesaid as attorney-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Limited Partners and the General Partners under this Agreement will be relying upon the power of the General Partners to act as contemplated by Agreement in such filing and other action by the General Partners on behalf of the Partnership. The foregoing power of attorney shall survive the assignment by any Limited Partner of the whole or any part of his interest hereunder.

11.2 Notices. Any and all notices called for under this Agreement shall be deemed adequately given only if in writing and sent by registered or certified mail, postage prepaid, to the party or parties for whom such notices are intended at the address set forth in the Schedule, or such other address of which the Partnership has received notice as provided above.

11.3 Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

11.4 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

11.5 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto; notwithstanding that all the parties have not signed the original or the same counterpart, except that no counterpart shall be binding unless signed by the General Partners.

11.6 Separability of Provisions. Each provision of this Agreement shall be considered separable and, if for any reason

any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

11.7 Paragraph Titles. Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

11.8 Amendments. This Agreement may be amended by written consent of all General Partners, together with written consent of the Limited Partners whose aggregate interest in the Partnership exceeds 50% of all Limited Partnership interests, except that any amendment which alters the share of profits and loss allocable to each Partner shall require the written consent of all Partners.

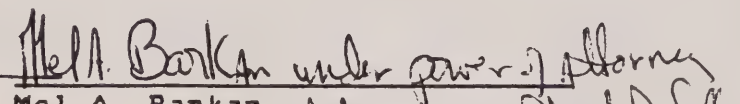
11.9 The terms of this Partnership Agreement are subject in all respects to the terms and conditions of a certain Joint Venture Agreement by and between Immobiliare New England, Mel A. Barkan and Louis N. Garfield dated as of July 21, 1982 (the "Joint Venture Agreement") and in the event of any conflict or inconsistency in the terms and conditions of that Agreement and the terms and conditions of this Partnership Agreement, the terms of the Joint Venture Agreement shall control.

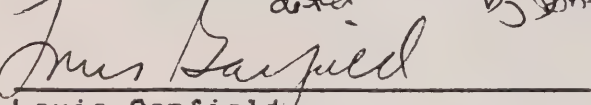
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 28th day of December, 1984. m

GENERAL PARTNERS:

IMMOBILIARE NEW ENGLAND

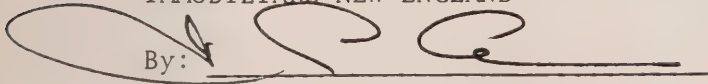
By: 

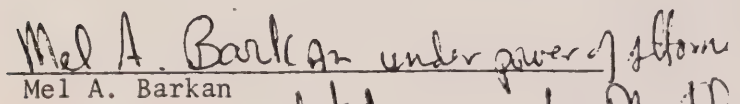

Mel A. Barkan under power of Attorney
dated by Daniel D. Sullivan

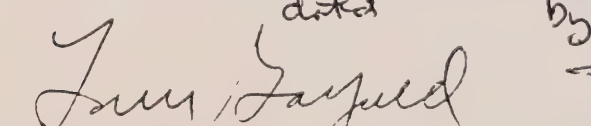

Louis Garfield

LIMITED PARTNERS:

IMMOBILIARE NEW ENGLAND

By: 


Mel A. Barkan under power of Attorney
dated by Daniel D. Sullivan


Louis Garfield

State of
County

Mass.
Portfolk

On this 28th day of December, 1984, before me personally came Louis Garfield, a General Partner of Building 103 Associates Limited Partnership, a Massachusetts limited partnership, to me known to be the person described herein, who executed the foregoing instrument and acknowledged that he executed the same and that it is his free act and deed.

Marion Miller

Marion Miller, Notary Public

My commission expires: June 20, 1991

State of
County of

Mass.
Portfolk

On this 28th day of December, 1984, before me personally came Louis Garfield, ~~the~~ Limited Partner of Building 103 Associates Limited Partnership, a Massachusetts limited partnership, to me known to be the person described herein, who executed the foregoing instrument and acknowledged that he executed the same and that it is his free act and deed.

Marion Miller

Marion Miller, Notary Public

My commission expires: June 20, 1991

State of Massachusetts
County Suffolk

On this 31st day of December, 1984, before me personally came Arturo J. Penne, a General Partner of Building 103 Associates Limited Partnership, a Massachusetts limited partnership, to me known to be the person described herein, who executed the foregoing instrument and acknowledged that he executed the same and that it is his free act and deed.

Maureen T. Murphy
, Notary Public

My commission expires: 9/15/89

State of Massachusetts
County of Suffolk

On this 31st day of December, 1984, before me personally came Arturo J. Penne, the General Partner of Building 103 Associates Limited Partnership, a Massachusetts limited partnership, to me known to be the person described herein, who executed the foregoing instrument and acknowledged that he executed the same and that it is his free act and deed.

Maureen T. Murphy
, Notary Public

My commission expires: 9/15/89

State of
County

Massachusetts
Suffolk

On this 31st day of December, 1984, before me personally came Arturo R. Rossi-Cerra, ~~the~~ a General Partner of Immobiliare New England, a general partner of Building 103 Associates Limited Partnership, a Massachusetts limited partnership, to me known to be the person described herein, who executed the foregoing instrument and acknowledged that he executed the same and that it is his free act and deed and the free act and deed of Immobiliare New England.

Maureen T. Murphy
, Notary Public

My commission expires: 9/15/89

State of
County

Massachusetts
Suffolk

On this 31st day of December, 1984, before me personally came Arturo R. Rossi-Cerra ~~the~~ limited partner of Immobiliare New England, a limited partner of Building 103 Associates Limited Partnership, a Massachusetts limited partnership, to me known to be the person described herein, who executed the foregoing instrument and acknowledged that he executed the same and that it is his free act and deed and the free act and deed of Immobiliare New England.

Maureen T. Murphy
, Notary Public

My commission expires: 9/15/89

Schedule A

	<u>Capital Contribution</u>	<u>Partnership Interest</u>
<u>General Partners:</u>	\$1.00	
Immobiliare New England		1%
Mel A. Barkan		.7%
Louis N. Garfield		.3%
 <u>Limited Partners:</u>		
Immobiliare New England		24%
Mel A. Barkan		46.62%
Louis N. Garfield		19.98%
 <u>Special Limited Partner:</u>		
Michael Lerner		7.4%

20,64(52)

ANCHORAGE APARTMENTS - OUTREACH MARKETING PLANS

In planning the marketing of Anchorage Apartments, the managing agent, Barkan Management Company, Inc. will focus on maximizing the resources of the community. It is our intention to take the following steps.

1. Prior to marketing, attractive, descriptive leaflets, brochures and posters will be designed and produced. These materials will be professional in appearance and will emphasize security and safety, services and the historic nature and location of the housing community. Posters will be placed in Charlestown area businesses, social and recreational facilities and service agency offices. Leaflets will be made available to agencies, churches and other community organizations and individuals serving older people. Brochures containing more detailed information will be made available to prospective applicants at the site rental office.
2. Advertising will be placed regularly in neighborhood and regional weeklies as well as the major Boston papers. Specifically, it is Barkan Management Company's intention to advertise in the Charlestown Patriot, the Boston Globe, the Herald American, the Bay State Banner, El Mundo and San Pan. These ads will appear at least three times prior to application taking. If needed, radio advertising will be utilized in the form of 30-second spots during carefully selected programs identified as popular with older listeners.
3. A partial list of preferred marketing contacts is provided as Exhibit A. These include social service agencies, social and recreational organizations, religious organizations, businesses, senior citizen groups, and government agencies. Contact will be made with the individuals and organizations listed at least twice prior to the beginning of rent-up. Letters describing Anchorage Apartments and follow-up materials including specific rental office hours will be mailed. In addition, phone calls and personal visits will be made to the extent possible to assure that we reach the elderly population of Charlestown and Greater Boston. Speaking engagements at senior citizen organizations and other appropriate group meetings will also be arranged.
4. Five months prior to the projected occupancy date the above described outreach and marketing efforts (including Affirmative Marketing, see Exhibit B) will begin. It is at this time that relationships with a variety of individuals and organizations are formed and a referral network established.

Four months prior to expected occupancy advertising will begin to alert the elderly community to the upcoming availability of applications for Anchorage Apartments.

Three months prior to occupancy an on-site rental office and furnished model apartment will open and applications will be made

available. Office hours will include some evening and weekend openings to assure providing anyone interested the opportunity to apply.

During this period an Open House for directors and representatives of senior citizen organizations, and government and social service agencies will take place. Visitors to the Open House will be encouraged to make information available to potential applicants and to make direct referrals.

5. A listing of buildings in the process of condominium conversion throughout the Greater Boston area will be developed and used as a marketing resource.

EXHIBIT A

ANCHORAGE APARTMENTS
OUTREACH MARKETING CONTACTS

The Kennedy Center
Leo Carey, Executive Director
27 Winthrop Street
Charlestown, MA 02129

Charlestown Agency on Aging
Charlestown, MA 02129

Bunker Hill Health Center
73 High Street
Charlestown, MA 02129

St. Catherine's Church
49 Vine Street
Charlestown, MA 02129

Kitt Clark Senior House
Dorchester, MA

Visiting Nurse's Association
Bunker Hill Mall
5 Austin Street
Charlestown, MA 02129

St. Francis De Sales
Attn: Father Boyle
325 Bunker Hill Street
Charlestown, MA 02129

St. Mary's Parish
Attn: Father Canniff
1 Monument Square
Charlestown, MA 02129

First Baptist Church
Attn: Rev. I. Sears
5 Monument Square
Charlestown, MA 02129

St. John's Episcopal
Charlestown, MA 02129

Chinese Golden Age Center
5 Oak Street
Boston, MA 02111

Roxbury-North Dorchester APAC Elderly Program
757 Shawmut Avenue
Roxbury, MA 02119

Attn. - Rev. Coleman

Boston Housing Authority
52 Chauncey Street
Boston, MA
Att. S. Thompson

Allston Little City Hall
Allston, MA 02134

Roxbury Action Program
Roxbury, MA
Attn. Ms. Marjorie Hicks

Mayor's Office of Public Service
Boston City Hall
Boston, MA
Attn. Ray Pizzaro

American Indian Council
So. Huntington Avenue
Boston, MA

Urban League of Eastern Mass.
236 Huntington Avenue
Boston, MA 02115

Urban League of Eastern Mass.
716 Columbus Avenue
Roxbury, MA 02119

Council of Elders
186 Mass. Avenue
Boston, MA 02114
Pauline Sheraton

Faneuil Social Club
41 Faneuil Street
Brighton, MA 02135
Molly Doucette

Chinese Multi-Purpose Center
85A Tyler Street
Boston, MA 02111

Family Relocation Department
72 Warren Avenue
Boston, MA 02116

NAACP
H. Brown
Boston, MA

Chinatown City Hall
Attn: P. Chan

Boston Tenants Association
Attn: E. Curry
Boston, MA

Spanish Alliance
Attn: N. Garcia
Boston, MA

South End Tenants Council
Attn: V. Canada
Boston, MA

United South End Settlements
Attn. H. Syvalia
Boston, MA

Concord Baptist Church
West Brookline Street
Boston, MA 02118

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

FOR HUD USE ONLY

APPLICABLE NUMBER (Insured Home Mortgage
Program)AFFIRMATIVE FAIR HOUSING
MARKETING PLANCOMPLETE FORM AND SUBMIT TO: FAIR HOUSING AND EQUAL OPPORTUNITY DIRECTOR/SPECIALIST
AREA/INSURING OFFICE

1. INTRODUCTION:

The Affirmative Fair Housing Marketing Regulations require that each applicant subject to these Regulations carry out an affirmative program to attract prospective buyers or tenants of all minority and non-minority groups to the housing, including whites (non-minorities) and members of minority groups: Negro/Black, Spanish American, American Indian, Oriental, or other minority groups in the Standard Metropolitan Statistical Areas (SMSA) or housing market area who may be subject to housing discrimination on the basis of race, color, religion, sex or national origin.

2. APPLICANT AND PROJECT IDENTIFICATION:

A. APPLICANTS:

NAME: BUILDING 103 ASSOCIATES
ADDRESS: c/o BARKAN PROPERTIES
1330 Boylston Street
Chestnut Hill, MA 02167
TELEPHONE NO.: (617) 734-9600

B. PROJECT OR APPLICATION
NUMBER:

MHFA 82-038R

SECTION OF ACT: _____ NUMBER OF UNITS 111

PRICE OR RENTAL RANGE OF UNITS:

FROM \$ \$351 TO \$ \$434

C. PROJECT:

NAME: ANCHORAGE APARTMENTS
LOCATION/ADDRESS: Ninth Street & First Avenue
CITY: Charlestown (Boston) STATE: MA
COUNTY: Suffolk CENSUS TRACT: 408

D. FOR MULTIFAMILY HOUSING ONLY:

☒ ELDERLY ☐ NON-ELDERLY

E. APPROXIMATE STARTING DATES:

ADVERTISING 9/15/84 OCCUPANCY 1/15/85

3. TYPE OF AFFIRMATIVE MARKETING PLAN:

☒ Project Plan;☐ Annual Plan (for scattered sites)

NOTE: A separate Annual Plan must be developed for each type area in which housing is to be built. Indicate the specific area for which this plan applies.
☐ Minority Area ☒ White (non-minority) Area ☐ Mixed Area (with _____ % minority residents)

4. DIRECTION OF MARKETING ACTIVITY:

Each applicant is required to carry out an affirmative marketing program to attract buyers or tenants of all minority and non-minority groups to the housing. The purpose of this program is to assure that any group(s) of persons normally NOT likely to apply for the housing without special outreach efforts (because of existing neighborhood racial or ethnic patterns, price, and/or other factors) know about the housing, feel welcome to apply and have the opportunity to buy or rent. Indicate below which group(s) are least likely to apply for the housing without special outreach efforts.

☐ White (non-minority) ☒ Negro/Black ☒ Spanish American ☒ American Indian ☒ Oriental ☐ Other Minority (specify) _____

5. MARKETING PROGRAM. All advertising will include: a) methods to attract minority and non-minority persons, especially persons in the group(s) checked above, and b) prominent use of the approved Equal Housing Opportunity Logo, Sign and/or Statement.

A. COMMERCIAL MEDIA: Check the media to be used to advertise the availability of the housing.

☒ Newspaper(s)/Publication(s) ☐ Radio ☐ TV ☐ Billboard(s) ☐ Others (specify) _____

For the media identified above, provide the requested information: (If more space is needed attach on additional sheet.)

NAME OF MEDIA	STATE IN PERCENTAGES THE RACIAL/ETHNIC IDENTIFICATIONS OF MAJOR READERS/AUDIENCE						ADS/BROADCASTS, ETC.	
	White (non-minority)	Negro/Black	Spanish American	American Indian	Oriental	Other Minority	Size and/or Duration	Frequency or Intervals
Boston Globe	85%	10%	2%		3%		2 column box ads at least 3 times prior to rent-up. Weekly or monthly as applicable	
Herald American	85%	10%	2%		3%			
Bay State Banner	-	100%	-		-			
El Mundo	-	-	100%		-			
Saipan	-	-	-		100%			

NOTE: Attach copy of ad or state when it will be submitted.

Copy to be submitted prior to rent-up.

B. BROCHURES, SIGNS AND HUD'S FAIR HOUSING POSTER: 1) Will brochures, flyers or handouts be used to advertise? ☐ Yes, ☐ No. If yes, attach a copy or submit when available. 2) For project site sign: Indicate sign size 6' x 4', Logo type size 12' x 12'. Attach a photograph of project sign or submit when available. 3) HUD's Fair Housing Poster must be conspicuously displayed wherever solicitation and showings take place. Fair Housing Posters will be displayed in the ☒ Sales/Rental Office(s); ☐ Real Estate Office(s); ☐ Model Unit(s); ☐ Other (specify) _____

C. COMMUNITY CONTACTS: To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations located in the housing market area or SMSA listed below. If more space is needed attach on additional sheet. Notify HUD/HQEO of any changes in this list. Submit a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization	Racial/Ethnic Identification	Approximate Date of Contact or Proposed Contact	Person Contacted or to be Contacted	Address and Telephone No.	Methods of Contact(s)	Indicate the specific function group/organization will undertake in implementing the plan
NAACP	Black		H. Brown	267-1058		
Chinatown City Hall	Chinese		P. Chan	542-5931	telephone	Refer
Boston Tenants Assn.	Blk. Sp.		E. Curry	427-0938		
Spanish Alliance	Spanish		N. Garcia	427-7175	and	
S.E. Tenants Council	Blk/Sp.		V. Canada	536-6107		
Untd. S.E. Setlmnts.	All		H. Syvalia	266-5451	letter	Applicants
Concord Baptist (cont.)	Black		Rev. Coleman	247-7877		

6. FUTURE MARKETING ACTIVITIES (Rental Units Only) Check the block(s) that best describe future marketing activities to be conducted as they occur after the project has been initially occupied.

☐ Newspaper/Publications ☐ Radio ☐ TV ☐ Brochure/Flyers/Handouts ☐ Site Signs ☒ Community Contacts
☒ Others (specify) Waiting list

7. ANTICIPATED OCCUPANCY RESULTS (State in number of units the racial/ethnic mix anticipated as a result of implementation of the affirmative marketing plan) 105 White (non-minority) 1 Negro/Black 1 Spanish American 1 American Indian 1 Oriental 1 Other Minority (specify) physically handicapped and developmentally disabled/handicapped

5C (cont.)

Boston Housing Authority - White Black - S. Thompson - 542-6450

Allston Little City Hall - 783-0830

Roxbury Action Program - black - Ms. Marjorie Hicks, 442-4400

Urban League of Greater Boston - black - Miss Beryl Bright - 266-3550

Mayor's Office of Public Service - black/white - Ray Pizzaro - 725-3025

American Indian Council - Amer.Ind. - South Huntington Ave., Boston, MA

I. STAFFING AND EXPERIENCE:

(Give the information requested in the table below for your organization (Developer/Sponsor) and for the other companies/organizations identified, if applicable, provide total staffing figures, i.e., do not limit staffing to those staff persons connected with or working on this housing. NOTE: HUD, FHEO should be notified of any changes in the companies named in this chart.)

Name of Company, Address and Telephone No.	Job Classification	STAFFING											Company's last two experiences with these persons last hired to apply for job/housing. Indicate name and address of the housing and racial/ethnic mix.			
		Present								Anticipated						
		Totals	White (non-minority)	Black	Spanish Am.	Am. Indian	Oriental	Other Minority	Vacancies	Date of 1st Opening	Recruitment steps taken or to be taken to attract persons	Housing	Jobs			
A. Developer/Sponsor BUILDING 103 ASSOCIATES 1330 Boylston St., Suite 512 Chestnut Hill, MA 02167	Prof.	M														
	Other	F														
B. Advertising (Answer if different from A) See C below	Prof.	M														
	Other	F														
C. Management and Sales/Rental Staff (Answer if different from A and/or B) BARKAN MANAGEMENT CO., INC. 1330 Boylston St. Chestnut Hill, MA 02167 617-734-9600	Prof.	M		8									Community contacts, ads stressing equal emp opportunity	Hamilton Park, Norwich, CT 110w.8B, 1Am. Ind. Covenant Hse. Br. MA., 138w.6B, 3As. 1Blk		
	Other	F		8	1											

B. STAFF INSTRUCTIONS:

Fair Housing Training: All persons engaged in the sales/rental of real property have to be instructed periodically to insure that they are aware and knowledgeable of Fair Housing requirements.

- A. Are regular sales/rental staff meetings conducted? ☒ Yes, when? Prior to rent-up & wkly. ☐ No.
If yes, is Fair Housing training provided to the sales/rental staff at that meeting? ☒ Yes: ☐ No.
- B. If you answered "no" for either of the questions in item 9A, when is Fair Housing training provided to the sales/rental staff? N/A

- C. Is a copy of the instructions used or proposed to be used for training sales/rental staff in Fair Housing attached to this plan? ☐ Yes. ☐ No, indicate when information will be submitted prior to rent-up

- D. Do the instructions include and relate to local, state and Federal Fair Housing Laws, including Executive Order 11063, the Civil Rights Act of 1964 and the Affirmative Marketing Plan? ☒ Yes. ☐ No; explain.

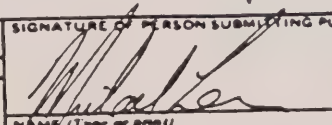
It is the policy of the Sponsor not to discriminate against any person with regard to race, sex, religion, color or national origin. It is our policy to conform to all local, state and Federal fair housing laws and to affirmatively promote fair housing and employment.

10. ADDITIONAL CONSIDERATIONS:

Other Efforts: Please describe other efforts you plan, as part of your outreach program, to attract persons in those groups that you have designated as most likely to apply for housing in the project under consideration, that are not covered elsewhere in this plan. Efforts to attract female-headed households should be employed.

Additional outreach efforts will be made by posting flyers in local businesses and by contacting managers of other housing in the market area.

11. The applicant agrees to make any changes in a plan covering a multifamily project, which may reasonably be required, after initial rent-up to assure continued compliance with Section 200.620 of HUD's Affirmative Fair Housing Marketing Regulations.

FOR FHEO'S USE ONLY		SIGNATURE OF PERSON SUBMITTING PLAN	
APPROVAL BY: SIGNATURE	DISAPPROVAL BY: SIGNATURE	 NAME (Type or print)	
NAME (Type or print)	NAME (Type or print)		
TITLE	TITLE	TITLE AND COMPANY	
DATE	DATE	Project Manager, BUILDING 103 ASSOCIATES	
		DATE	
		December 27, 1982	

ANCHORAGE APARTMENTS

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
ATTACHMENT/PERSONS "EXPECTED TO RESIDE"

Affirmative action shall be taken to provide opportunities to rent to persons expected to reside in the community because they presently work therein, plan to be employed therein, or presently reside in the community.

Outreach actions to be taken include;

1. Contact with community organizations which primarily serve such persons;
2. Providing information on the development to local, public and private employers;
3. Providing information to organizations which provide housing services; and
4. Establishing a referral system with the Managers of housing in the market area and surrounding communities.

REGULATORY AGREEMENT

AS REQUIRED UNDER THE PROVISIONS OF CHAPTER 121A,
SECTION 18C OF THE MASSACHUSETTS GENERAL LAWS

THIS AGREEMENT entered into as of this _____ day of _____, 1984 by and between Building 103 Associates Limited Partnership, a Massachusetts limited partnership formed in accordance with the Uniform Limited Partnership Law of the Commonwealth of Massachusetts, (the "Owner") and the BOSTON REDEVELOPMENT AUTHORITY (the "Authority").

WHEREAS, the Owner has filed an Application for approval under the terms and provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, as amended, to undertake and carry out a project at Charlestown Navy Yard in the City of Boston, Massachusetts, to construct a residential project (the "Project") within the Charlestown Project Area, the proposed development being more particularly described in the Application filed by the Owner with the Authority dated December 5, 1984 and a description of the said Project Area by metes and bounds being annexed to this Regulatory Agreement as Exhibit A, and

WHEREAS, pursuant to the provisions of Chapter 121A, Section 18C, the Owner is required to enter into a regulatory agreement with the Authority.

NOW, THEREFORE, the Owner agrees for itself, its successors and assigns with the Authority, in consideration of the approval of the Authority and all other assents and approvals as may be

required by law, as follows:

1. To finance the costs of the Project as stated in Paragraph 4 of the Application of the Owner filed with said Authority.

2. To keep the accounts for the Project separate and apart from any other activities conducted by the Owner and not to expend income from the Project other than earnings as described in Chapter 121A, Section 18C(e) of the General Laws, as amended to date, upon or for the benefit of any of its other activities.

3. To comply with the provisions contained in Chapter 121A, Section 8, relative to the inspection of buildings, and the enforcement of compliance with the financing program and rules and regulations applicable to a project, and that it will not receive or accept, while this Regulatory Agreement is in force, as net income from the Project any sum in excess of eight percent (8%), of the amount invested by it in the Project in each year in which it owns or has owned the Project, except that if in any year it has so received a sum less than the aforementioned eight percent (8%), it may so receive in a subsequent year or years additional sums not exceeding, in the aggregate, such deficiency without interest. Nothing contained in this paragraph, however, shall be applicable to the realization of profits from the sale of capital assets of the Owner. The amount determined to be the amount invested by the Owner in the

Project for purposes of this Paragraph 3 shall be as further defined in M.G.L. Chapter 121A.

4. That in consideration of the exemption from taxation of real and personal property and betterments and special assessments and from the payment of any tax, excise or assessment to or for the Commonwealth or any of its political subdivisions on account of the Project, it will pay the excises with respect to the Project which a corporation would be bound to pay under the formulas and provisions set forth in Section 10 of said Chapter 121A.

5. Subject to the provisions of Paragraph 6 of this Agreement, it shall continue, with respect to each Phase, for a term of fifteen (15) years (plus such longer term as may be applicable pursuant to Chapter 121A, Section 10 with respect to some portions of the Project) from the date of approval of the Third Amendment by the Authority or the later date of commencement of such Phase as set forth in Chapter 121A, Section 10, Paragraph

4. Subject to the Owner's having carried out the obligations and duties imposed by said Chapter 121A for such period, neither the Project nor the Owner shall thereafter be subject to the obligations and duties of said Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of this Regulatory Agreement as provided for in Section 18C of said Chapter.

6. If the Owner so requests, or if the Owner proposes, acting either under the provisions of the last paragraph of

Section 11 or under Section 16A of said Chapter 121A, to transfer the Project to an entity other than transferees permitted by the Agreement between Immobiliare New England and the Authority dated as of December 1978 with respect to acquisition and development of the Project, this Regulatory Agreement shall upon such termination request, or transfer, be terminated. In such event, the Owners and the entity to which such transfer, if any, is made, shall be released from all obligations under this Regulatory Agreement and under said Chapter 121A and at the same time shall be divested of all powers, rights and privileges conferred by this Regulatory Agreement and said Chapter 121A.

7. The Regulatory Agreement shall be binding upon, and the benefits hereunder shall inure to, the Owner, its successors and assigns.

8. None of the Owners whether general or limited partners or joint venturers of the Owner, assume any personal liability beyond his interest in the Project itself.

9. The Owner does hereby covenant and agree with the Authority that it will not transfer, assign, convey, or sell or in any manner hypothecate its interest in the Project prior to the completion of the Project other than as herein or in the aforesaid Agreement provided, without the express written consent and approval of said Authority as provided for by law in said Chapter 121A, and that as a condition to any request to permit a transfer of such interest it will cause such transferee

or assignee to enter into a written agreement in form and manner reasonably satisfactory to said Authority wherein such assignee or transferee agrees to assume and be bound by the terms and provisions of this Regulatory Agreement.

Anything to the contrary in this Regulatory Agreement contained notwithstanding, the Owner may admit persons who shall be general or limited partners or joint venturers of the Owner and may finance the Project, as described in the Application, by mortgage loans from institutional lenders.

10. Prior to completion, any transferee or any person or entity succeeding to the rights and obligations and interest of the Owner in the Project by operation of law, testamentary disposition, intestacy or insolvency or otherwise shall, at the option of the Authority, be deemed to have been covenanted and agreed to be bound by the terms, covenants and conditions of the within Agreement.

11. For the purposes of Section 15(7) of Chapter 121A, any transfers to a surplus or reserve account authorized or required by any agreement entered into between the Massachusetts Housing Finance Agency (MHFA) and the Owner, or otherwise authorized or required by MHFA, shall be deemed "authorized transfers or surplus or reserves."

12. (a) The Authority may enforce any of its orders, rules or regulations or the provisions of this Regulatory Agreement by a bill in equity filed in the Superior Court of the

Commonwealth or by a petition for a writ of mandamus filed under the provisions of Section 5 of Chapter 249 of the General Laws.

(b) The Owner agrees that it will (1) maintain full and accurate accounts, records and books relative to the Project in such manner and in such detail as the Authority may prescribe; (2) grant to the employees or representatives of the Authority at all times during normal business hours access to the Project and to its accounts, records and books; (3) permit the Authority or any accountants or auditors approved by it to make periodic audits of the accounts and financial records of the Owner which shall at all times be available in the Commonwealth of Massachusetts, at c/o Barkan Properties, 1330 Boylston Street, Boston, Massachusetts or such other place as the Owner may from time to time designate; and (4) furnish to the Authority such financial, operating, statistical and other reports, records, statements, and documents on a uniform and consistent basis as requested by the Authority and copies of contracts of the Owner or other documents in the possession of the Owner as the Authority may from time to time require.

(c) Any notice or demand permitted or required under this Regulatory Agreement to be given or served by either of the parties unto the other party shall be in writing and shall be signed in the name of the party giving or serving the same. Such notice or demand shall be mailed by certified mail, return receipt requested, postage prepaid, or served on the Authority

or either joint venturer of Owner. Notice shall be deemed to have been received at the time of actual service or three (3) days after the date of the mailing by certified mail, properly addressed. The principal office of the Authority shall be deemed to be the Boston City Hall, Boston, Massachusetts, or such other place as the Authority may designate by written notice to the Owner and the principal office of the Owner shall be deemed to be c/o Mel A. Barkan, Barkan Properties, 1330 Boylston Street, Chestnut Hill, Massachusetts 02167 with copies to Daniel D. Sullivan, Brown, Rudnick, Freed & Gesmer, One Federal Street, Boston, Massachusetts 02110 and A. Jeffrey Dando, P.C., Goodwin, Proctor & Hoar, 28 State Street, Boston, Massachusetts 02108 or such place as the Owner may designate by written notice to the Authority.

EXECUTED AS A SEALED INSTRUMENT the day and year first above written.

BUILDING 103 ASSOCIATES
LIMITED PARTNERSHIP

Mel A. Barkan
Barkan Properties
General Partner

Paul Davis
Immobiliare New England
General Partner

CITY OF BOSTON

Raymond Flynn
Mayor

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Approved as to Form:

By: _____
Counsel,
Boston Redevelopment Authority

EXHIBIT C

Minimum Standards for Financing, Construction, Maintenance and Management of Project Under Chapter 121A of the Massachusetts General Laws, as Amended

1. Financing. The initial financing of the cost of the Project shall be in accordance with the provisions of Paragraph 9 of the Application. Subject to the presently existing Provisions of Chapter 121A, any future financing may be made without the approval of the Authority if with an insurance company, savings bank, pension fund or other recognized institutional lender, or by Applicant or holders of beneficial interest stated in the Application. So long as Chapter 121A shall be applicable to the Project, all other future financing shall be made only with the prior written approval of the Authority as to the terms thereof and the identity of the lender or lenders, which approval shall not be unreasonably withheld.

2. Construction. The Applicant shall cause the Project to be constructed in good and workmanlike manner employing materials of good quality and so as to conform to this Application, zoning, building, health and fire laws, codes, ordinances and regulations in effect in Boston except to the extent that permissions are granted by the Authority for deviation therefrom. Compliance by the Applicant with such laws, codes, ordinances and regulations as the same may be varied by said permission for deviations shall, subject only to judicial

review, be determined by the Building Department of the City of Boston and all inspections to determine such compliance shall be conducted by it.

3. Maintenance. Upon completion of construction, the Applicant shall, at its own cost and expense, keep and maintain the Project or cause it to be kept and maintained, in good repair, order and condition.

4. Management. The Applicant may manage the Project itself or employ an independent contractor to undertake such management. The compensation paid by the Applicant for such management shall not exceed six per cent (6%) of the gross rentals derived from the Project or such higher rate as from time to time may be permitted by the Authority.

5. Accounting. The Applicant shall keep and maintain at all times during the period of the tax exemption under Ch. 121A, §10, accounting records conforming to generally accepted accounting principles in which shall be recorded all sums from time to time invested in the Project or comprising any part of the cost thereof as hereinafter defined and all information necessary for the computation of (a) the amounts which the Applicant is required to pay pursuant to the provisions of Sections 10 and 15 of Chapter 121A of the General Laws as now in effect, and (b) the maximum amounts which the Applicant shall be entitled to receive and accept pursuant to the provisions of said Chapter 121A as now in effect. Within ninety (90) days after the end of

each calendar year wholly or partly included within the period of the tax exemption referred to above the Applicant shall submit a statement showing for that calendar year or part thereof included within said period the amounts of Items (a) and (b) above and in reasonable detail the manner of computation of such amounts. Such statements shall be certified to by independent public accountants of recognized standing selected and paid for by the Applicant. The Authority shall, at all reasonable times, be permitted to examine and audit all such accounting records and may, in its discretion and at its expense, employ independent public accountants reasonably satisfactory to Applicant to examine and audit such statements and records. If Applicant is found to have deliberately withheld information on, or misrepresented, income collection from the Project, relative to its payments in lieu of taxes, it will be required to pay all arrearages plus interest on that amount owed the City, and in addition will be required to pay and/or reimburse the City for all reasonable costs of auditing the account and any other expenses reasonably incurred as a result of the situation.

For the purposes of Chapter 121A §§9 and 18(c), the cost of the Project and the amount invested by Applicant shall be determined by the addition of the following items of expense heretofore or hereafter incurred by the Applicant, in connection with the planning and construction of the Project:

1. Architectural, engineering and legal fees and expenses.
2. Development expenses incurred prior to designation and cost of the land, including cash costs of site preparation and off-site expenditures relevant to the Project made by Applicant.
3. Cost of maintaining the site and improvements prior to and during the construction period.
4. Cost of all real property improvements including, without implied limitation, the building, the parking facilities, landscaping, walks, driveways and utility and drainage facilities, and the marina.
5. Expenditures for acquiring, constructing and installing furniture, furnishings, machinery, equipment and other personal property used or to be used in the construction, operation, use, management and maintenance of the Project which, under generally accepted accounting principles, would be treated as capital expenditures.
6. Fees, taxes, assessments and excises and similar payments (including payments pursuant to said Chapter 121A) prior to and during the construction period.
7. Interest and other financing costs and expenses (including points or fees with respect either to construction or permanent financing) during the construction period.
8. Capitalized costs of leasing the apartments in the Project, hereby established as 1% of the projected gross rent roll and including cost of establishing rent modification loss and any losses due to initial rent up.

9. Any other direct and indirect expenses which, under generally accepted accounting principles, would be treated as capital expenditures, or which would be permitted as part of total FHA development cost, including builder's and sponsor's profit and risk allowance, all as set forth in line item 74 on HUD application form 2013.

For the purpose of the computation required by Sections 10 or 15 of Chapter 121A of the General Laws as now in effect, the cost of the Project may, at the election of the Applicant, be amortized at such annual rates and methods as in each year during said period of the tax exemption may be allowed to the Applicant by the Internal Revenue Service of the United States of America or at such other annual rates and methods as are in accordance with generally accepted accounting procedures, provided that no change shall be made in such methods without the Authority's consent, which the Authority agrees shall not be unreasonably withheld. In addition, the following terms used in said sections shall have the following meanings:

(a) "Gross Income" and "Gross Receipts: shall mean all rentals and other revenues of any kind derived by the Applicant from the operation of the Project determined in accordance with generally accepted accounting principles.

(b) "Net Income" shall mean Gross Income or Gross Receipts less all expenses incurred in connection with the Project properly deductible from Gross Income or Gross Receipts in

accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, all expenses of maintenance, operation, management, and promotion of the Project, including such part of the salaries, wages and reimbursable expenses of the Applicant's employees, of the cost of employee benefits and of the general administrative expenses of the Applicant as may be properly allocable to such maintenance, operation, management, and promotion or amortization during the period of applicability of Ch. 121A (it is understood that fees for management, promotion and administration shall not exceed six per cent (6%) of gross rental income without the express written consent of the Authority); to the extent that provision therefor is not included within such amortization, reasonable reserves for the management of the Project including, without limiting the generality of the foregoing, reasonable reserves for bad debts, vacancies, maintenance of interior and exterior of structures and appurtenances, and for replacement of furnishings and equipment, all as may be permitted by then-current FHA standards (or, if permitted in writing by the Authority, by any first mortgagee); lease payments; fees, taxes, assessments, excises and other payments including, without limitation, excise taxes and payments pursuant to Chapter 121A and the contract with the City; dividends to the extent allowed under Chapter 121A (in the event that the Applicant were to transfer the Project to a corporation formed through Section 18B

of Chapter 121A); principal, interest and other service charges on first mortgages and mortgage loans to finance subsequent capital improvements or repairs to the extent not covered by reserves, and principal on operating loss loans to cover negative cash flow in previous years; premiums, fees and other charges and expenses incurred in connection with the insurance or guarantee of any indebtedness or any annual rent from the Project including without limitation FHA guaranties, business interruption insurance and rent insurance carried by the Applicant; fees and other charges and expenses incurred in connection with other insurance including, without limitation, fire and extended coverage, boiler insurance and liability insurance, all such other insurance to be in such form and in such amounts as are customarily carried on similar improvements similarly situated; that part of any taxes on the Applicant's income which is properly allocable to the Project or which is measured by the Applicant's income from or investment in the Project, provided that the same is in the nature of a City real estate tax and which is not applicable against the amounts payable to the City pursuant to the 6A Agreement with the City, and any sums expended by Owner to perform obligations of the City pursuant to Article 3 of the various Agreements between Owner and the City which are exhibits to the Application to which this is Exhibit C. All of the expenses referred to in this paragraph (b) shall be included among the deductions from gross receipts set forth or referred to in Section 15 of said Chapter 121A.

6. Receipt by Applicant of Net Income. The Applicant shall be entitled to receive and accept for its general purposes as net income from the Project sums not exceeding eight percent of the amount invested by it in the Project for each year in which it owns or has owned the Project, except that, if in any year it has so received a sum less than the aforesaid eight percent, it may so receive in a subsequent year or years additional sums not exceeding in the aggregate such deficiency without interest. The amounts so received and accepted shall be included among the deductions from gross receipts set forth or referred to in Section 15 of said Chapter 121A.

PARCEL DESCRIPTION

PARCEL 3A

CHARLESTOWN NAVY YARD

BOSTON MASSACHUSETTS

A certain parcel of land in the Commonwealth of Massachusetts, County of Suffolk, City of Boston, situated in the Charlestown Navy Yard and show on a "Plan of Land in Charlestown, Massachusetts, Suffolk County, Shipyard Quarters, revised July 26, 1984 by Survey Engineers of Boston." said parcel is more particularly bounded and described as follows:

Beginning at a point in the southerly sideline of First Avenue, said point being three hundred fifty nine and 63/100 feet from the westerly sideline of Thirteenth Street Extension, thence;

S $40^{\circ} 37' 18''$ E four hundred sixty three and 38/100 feet (463.38) to a point thence;

S $49^{\circ} 20' 10''$ W ninety seven and 96/100 feet (97.96) to a point, thence;

N $40^{\circ} 39' 50''$ W by the easterly sideline of Ninth Street four hundred sixty three and 42/100 feet (463.42 to a point, said point being at the intersection of the easterly line of said Ninth Street and the southerly line of said First Avenue, thence;

N $49^{\circ} 22' 02''$ E ninety eight and 30/100 ^{feet} (98.30) by the southerly line of said First Avenue to the point of beginning

Containing 1.044 acres as shown on said plan

Said premises are subject to a utility easement and an electric easement as shown on said plan.

AGREEMENT BETWEEN THE CITY OF BOSTON
AND BUILDING 103 ASSOCIATES LIMITED PARTNERSHIP
GENERAL LAWS CHAPTER 121A, SECTIONS 6A and 14

PHASE III

THIS AGREEMENT is made as of this day of December, 1984
by and between Building 103 Associates Limited Partnership, a Massachusetts Limited Partnership or its nominee permitted hereunder (Building 103) and the CITY OF BOSTON, a municipal corporation of the Commonwealth of Massachusetts (the "City") acting pursuant to General Laws Chapter 121A, Sections 6A and 14 and every other power and authority.

WHEREAS, an application dated December 5, 1984 (the "Application") was filed by Building 103 with the Boston Redevelopment Authority (the "Authority") under the provisions of Massachusetts General Laws Chapter 121A ("C. 121A") as amended to date for approval of a Third Amendment to the Report and Decision dated April 13, 1978 designating Immobiliare New England ("Immobliare") as a 121A entity (the "Original Designation") for the purpose of developing a project (the "Project") for the redevelopment of that portion of the former Boston Naval Shipyard at Charlestown described as Parcel A in the Land Disposition Agreement between the Boston Redevelopment Authority and Immobiliare dated December 7, 1978 (the "LDA Agreement") for residential and related uses.

WHEREAS, Phase III described in the LDA Agreement (excluding therefrom parcel 3D, so-called, which is landscaped open space owned by Immobiliare New England) is the site of the Project which is subject of this Agreement and is more particularly described in the Application.

WHEREAS, the Authority approved the Third Amendment for the Project by a vote on _____.

WHEREAS, the Mayor of the City approved the vote of the Authority on _____.

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on _____, and such approval has become final and binding pursuant to the provisions of C. 121A.

NOW, THEREFORE, Building 103 and the City hereby agree as follows:

1. Building 103 will carry out Phase III of the Project by constructing, operating, and maintaining the same in accordance with and subject to the Application, the LDA Agreement with the Boston Redevelopment Authority and the provisions of C. 121A as in effect on the date of the Application.

2. Building 103 agrees to pay to the Commonwealth of Massachusetts, for each year after Building 103's acquisition of Phase III in which such Phase of the Project is subject to the provisions of C. 121A, the excise payable pursuant to Section 10 of C. 121A.

3. In addition to the excise payable to the Commonwealth of Massachusetts pursuant to Paragraph 2 above, Building 103

agrees to pay to the City an amount determined as follows:

a) In the calendar year 1985 or in the year during which the Parcel described in Schedule A is conveyed to Building 103 whichever is later, and in each year thereafter until Completion of Development (as hereinafter defined) the amount shall equal the amount, if any, by which FIFTY-FIVE THOUSAND (\$55,000) DOLLARS exceeds the excise prescribed for such year by C. 121A, Section 10, as now existing.

b) In the year beginning with the year after Completion of Development and in each year thereafter the amount shall be the amount, if any, by which the sum of (a) 21 3/4% of Gross Rental Income from residential and garage tenants, and (b) 30% of Gross Rental Income from retail or commercial tenants, and (c) the Supplemental Payment exceeds the excise prescribed for such year by Chapter 121A, Section 10, as now existing.

Notwithstanding any other provision hereof, any Gross Rental Income from elderly tenants residing in the Project with assistance from any appropriate subsidy program shall be subtracted from Gross Rental Income from residential tenants for the purposes of the computation in Article 3 hereof, and instead an amount equal to the "Elderly Percentage" of Gross Rental Income from such elderly tenants shall, if any amount is then computed on the basis of Gross Rental Income, be added

to the amount which is measured against the excise payable under C. 121A Section 10 to determine the amount due the City.

The term "Elderly Percentage" shall mean (a) twelve per cent (12%) per year, plus (b) for each three full years after Completion of Development, an additional one per cent (1%) up to a maximum of fifteen percent (15%) PROVIDED THAT with respect to any such additional percentage described in this subsection (b) an additional cash subsidy in corresponding amount is actually paid by the appropriate authority in such calendar year to, or for the account of, Building 103 specifically to defray the additional obligations hereby incurred, and provided further that a proportionate general increase in the real estate taxes in the City of Boston has occurred in the case of each possible increase.

Notwithstanding the above, Building 103's obligation to make payment of any increased percentages above twelve per cent (12%) shall be conditional upon approval and funding of a special rent adjustment by the Massachusetts Housing Finance Agency ("MHFA") governing the SHARP rental assistance program which will provide rental assistance to the Project or any successor subsidy program thereto, which approval Building 103 hereby undertakes to secure where appropriate.

In the event more than one of the above periods described in subsections (a) and/or (b) above shall occur in any one calendar year, the amount due hereunder (and the relevant base amounts against which such amounts are offset) shall be calculated pro rata for each applicable period.

The term "Completion of Development" as used in this section shall mean (i) the completion of all improvements to be constructed within the Phase by Building 103 pursuant to the LDA Agreement as evidenced by the issuance of (a) a certificate of completion pursuant to Section 3.09 of the LDA Agreement and (b) a permanent Certificate of Occupancy issued by the City pursuant to Section 120.0 of the Commonwealth of Massachusetts State Building Code as it may be amended from time to time.

The term "Gross Rental Income" as used in this section shall mean the aggregate of gross rentals from the Phase actually received by Building 103 or any affiliate from any non-affiliate, exclusive of any and all payments received (even though designated as "additional rent") to reimburse Building 103 or any affiliate for (a) services rendered to tenants beyond those services customarily provided, included but not limited to shuttle service to downtown, special recreation facilities, special tenant decorations, special janitorial services, and delivery services, (b) any additional rent charged to tenants solely by reason of increases in operating expenses which are unique to the property or required as a result of development of adjacent or nearby land, including project security costs and special landscape maintenance, (c) any expenses incurred in connection with any default of a tenant, and (d) any security deposits or other escrows which are properly carried as liabilities on the books of Building 103.

The term "Supplemental Payment" as used in this section shall mean an amount determined in any calendar year as follows: After the payment from gross rents for such year of the following: (a) those costs set forth in Section 15 of C. 121A, except the dividends for such year, if any, set forth in subsection (6) thereof; and (b) to the extent not included within (a) hereof, those expenses enumerated in Exhibit "C" to the Original Designation - "Minimum Standards ..." §§5 and 6; any balance thereof shall be paid pro rata twenty-five percent (25%) to the City (as the "Supplemental Payment") and seventy-five percent (75%) to Building 103 until Building 103 receives in any calendar year the maximum aggregate annual dividend permitted by said Section 15, subject to the remaining provisions of this section.

Whenever construction of the Phase is stopped for more than thirty (30) successive calendar days due to a cause or causes not reasonably within Building 103's sole control, the calendar year in which such work stoppage or delay begins (the "Stoppage year") shall be deemed not to end until such work shall have been resumed and a period of time shall have elapsed after such resumption equal to the period of time between the beginning of such work stoppage and the last day of the calendar year in which such work stoppage began. The calendar year next after the calendar year in which such work stoppage began shall be

deemed to begin with the end of the stoppage year (determined in accordance with this paragraph), and, unless it is in turn affected by the preceding provisions of this paragraph because of another such work stoppage beginning in it, shall terminate with the first annual anniversary of such end; and a like annual period shall be deemed to constitute each calendar year thereafter not so affected.

Any payment which may become due on account of the provisions of this section shall be paid to the City on or before four (4) months after the end of the preceding calendar year as it may be modified as aforesaid.

Notwithstanding the foregoing, the amounts payable pursuant to this agreement shall in no event be more in any calendar year than an amount equal to the taxes which would have been assessed for such calendar year upon the real estate included in the portion of the Project Area described in Schedule A attached hereto and the tangible personal property of Building 103 used in connection with the operation, maintenance or management of the Phase if such real estate and tangible personal property had not been exempt from taxation.

Notwithstanding the foregoing provisions: (a) any payments by Building 103 to the City with respect to any calendar year pursuant to the provisions hereof or of Section 15 of C. 121A,

as now or hereafter in effect, shall be cumulative and shall first be applied to reduce any payments due the City with respect to any subsequent calendar year pursuant to the provisions of this Agreement, but shall not reduce the payments prescribed in Section 10 of C. 121A as now in effect; (b) if Building 103 notwithstanding the provisions of this agreement, shall in any year pay to the Commonwealth of Massachusetts, or any political subdivision thereof any excise or tax measured by Building 103's or an affiliate's income from or investment in the Phase in addition to the excise provided for by Section 10 of C. 121A, as now in effect, and the payment provided for by Section 15 of C. 121A as now in effect, the applicable amounts stated in or computed in accordance with the preceding paragraphs of this section shall be reduced by the amount of such additional excise or tax; and (c) if the excise payable pursuant to C. 121A §10 for any year shall exceed the amounts payable to the City and the Commonwealth pursuant to such sections and pursuant hereto for such year, then Building 103's obligation to the City hereunder shall be correspondingly reduced for future years until such overpayment has been exhausted. Any overpayment applicable to one calendar year shall be promptly refunded.

Notwithstanding any of the foregoing provisions, if the City shall become the owner of the Public Park or Historic Monument area or streets or ways or other property adjacent to the Project Area, and if it shall fail to maintain the same and the utilities and services situated therein in good operating condition, clean, sightly and free of public nuisances during the term of this agreement, Building 103 shall have the right to enter upon the property of the City and perform such maintenance, cleaning, and protective work, or any portion thereof, on behalf of the City. Such entry shall not be deemed a trespass and the City hereby authorizes the same and grants an easement therefor. Any sums expended by Building 103 pursuant to this paragraph shall, together with interest at the rate charged by the City from time to time for delinquent taxes from the date of advance until the credit for such sums is fully applied, be treated as expenses properly deductible from Gross Income or Gross Receipts of the Project, or any other Phase of the Project then owned or controlled by Building 103 for the purposes of the computations required by §§10 or 15 of M.G.L. Ch. 121A as now in effect.

4. Building 103 will file with the Assessing Department of the City of Boston (the "Assessors") within thirty (30) days after the end of each calendar year for the preceding calendar year a statement of the income and expenses of the Phase and of the construction cost, estimated replacement cost and book value of the Project for the preceding calendar year.

5. Building 103 will file with the Assessors within ninety (90) days after the end of each calendar year (a) an audited report by a certified public accountant with respect to the Phase consisting of a statement of profit and loss, a balance sheet and the statement of receipts of rent and disposition of funds for the preceding calendar year, which report shall be limited only to the profit and loss and financial condition of the Phase, and (b) a certified copy of the Urban Redevelopment excise return as submitted to the Department of Corporations and Taxation.

6. Building 103 will submit to the Assessors or a designated representative written authorization to examine all Urban Redevelopment excise returns and attachments thereto which Building 103 files with the Department of Corporations and Taxation.

7. The Assessors hereby determine for the purposes of the seventh paragraph of General Laws, Chapter 121A, Section 10 and shall certify to the State Tax Commission and to Building 103 annually for five (5) years pursuant to the second paragraph of Chapter 121A, Section 10 so long as this agreement is in effect, a fair cash value of the Phase which shall not exceed, but may be less than, TWO HUNDRED THOUSAND DOLLARS (\$200,000).

7.A. The Assessors hereby determine and shall certify to the State Tax Commission and to Building 103 annually for the next two quinquennial periods after the expiration of the five

years described in Article 7, a fair cash value of the Phase which shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).

8. The obligations of Building 103 under this agreement are conditioned in all respects upon (a) the issuance to it of all permissions, approvals, favorable reviews, variances, permits and licenses which may be required by City, State, Federal or other authorities with respect to the construction, maintenance and management of the Phase, whether or not the same were specified in the Application.

9. Building 103 and the City agree that any amendment enacted subsequent to the date of the Application of any of the provisions of C. 121A or of Chapter 652 of the Acts of 1960, as amended, or the rules and regulations and standards now applicable to the Phase shall not affect the Phase.

10. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns subject, however, to the provisions of C. 121A and the findings of the Authority pursuant to Building 103's application, and except as follows:

Portions or all of the Phase may be dedicated to condominium or cooperative status, or may be conveyed in fee, by Building 103. If and to the extent that condominium, cooperative or fee interests are conveyed to persons other than those permitted by the Land Disposition Agreement and by the findings of the Authority pursuant to the C. 121A Application, neither

this Agreement nor the provisions of C. 121A shall thereafter apply to such interests so conveyed, nor to the rents and receipts therefrom.

11. Notwithstanding any other provision hereof,

(a) in the event the City shall hereafter enter into any agreement pursuant to C.121A §6A (or any statute enacted in substitution thereof) whereby the percentage of gross collected rents payable shall be lower than the "Percentage Amount" established hereunder, then the Percentage Amount hereunder shall automatically and immediately be amended to define the same as an amount which shall be, from time to time, the lower of: (i) the Percentage Amount or (ii) such lesser percentage set forth above.

12. All reports, documents, evidence and any other material presented to the City by Building 103, and the Percentage Amounts established pursuant hereto, shall be received and held in the strictest confidentiality by both parties, to the extent permitted by law.

The payments in lieu of taxes provided for in this Agreement were agreed upon on the basis of current economic analysis and the terms of the Land Disposition Agreement.

If in the future the City of Boston provides, or arranges for the provision of, financial assistance directly benefitting the Phase of Charlestown Navy Yard to which this Agreement

pertains, the parties agree to negotiate in good faith to revise this Agreement in such a way as to provide to the City of Boston additional tax revenues substantially equivalent to the value of the benefit to this Phase caused by such financial assistance.

EXECUTED under seal as of this day of December, 1984.

BUILDING 103 ASSOCIATES
LIMITED PARTNERSHIP

ASSENTED TO:

By: _____
Commissioner of Assessing Mel A. Barkan
Barkan Properties
General Partner

APPROVED AS TO FORM:

By: _____
Corporation Counsel Paul Davis
Immobliare New England
General Partner

CITY OF BOSTON

Raymond Flynn, Mayor

PARCEL DESCRIPTION

PARCEL 3A

CHARLESTOWN NAVY YARD

BOSTON MASSACHUSETTS

A certain parcel of land in the Commonwealth of Massachusetts, County of Suffolk, City of Boston, situated in the Charlestown Navy Yard and show on a "Plan of Land in Charlestown, Massachusetts, Suffolk County, Shipyard Quarters, revised July 26, 1984 by Survey Engineers of Boston." said parcel is more particularly bounded and described as follows:

Beginning at a point in the southerly sideline of First Avenue, said point being three hundred fifty nine and 63/100 feet from the westerly sideline of Thirteenth Street Extension, thence;

S 40° 37' 18" E four hundred sixty three and 38/100 feet (463.38) to a point thence;

S 49° 20' 10" W ninety seven and 96/100 feet (97.96) to a point, thence;

N 40° 39' 50" W by the easterly sideline of Ninth Street four hundred sixty three and 42/100 feet (463.42 to a point, said point being at the intersection of the easterly line of said Ninth Street and the southerly line of said First Avenue, thence;

N 49° 22' 02" E ninety eight and 30/100 ^{feet} (98.30) by the southerly line of said First Avenue to the point of beginning

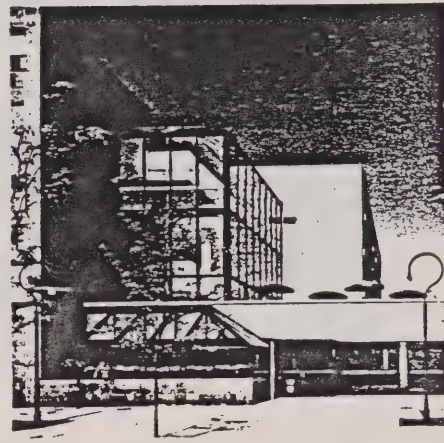
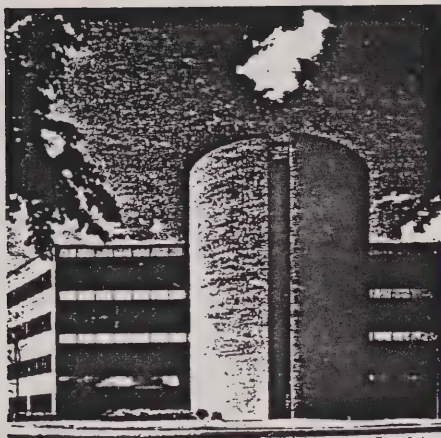
Containing 1.044 acres as shown on said plan

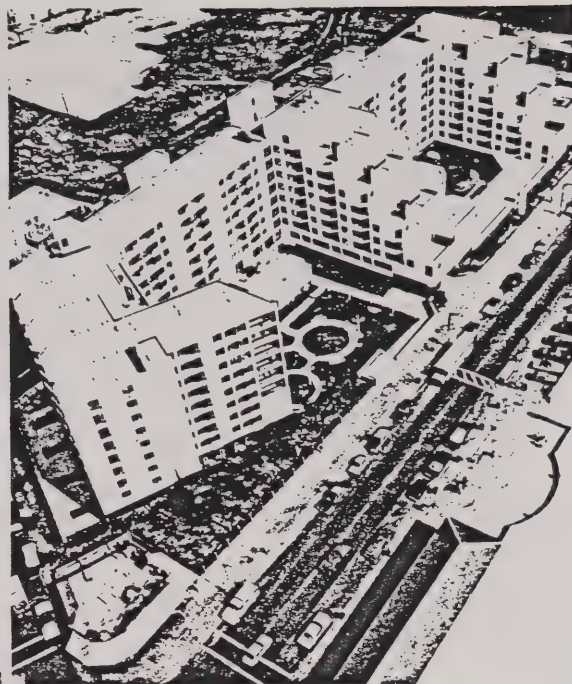
Said premises are subject to a utility easement and an electric easement as shown on said plan.

CA



The Barkan Companies





Human resources create business success.

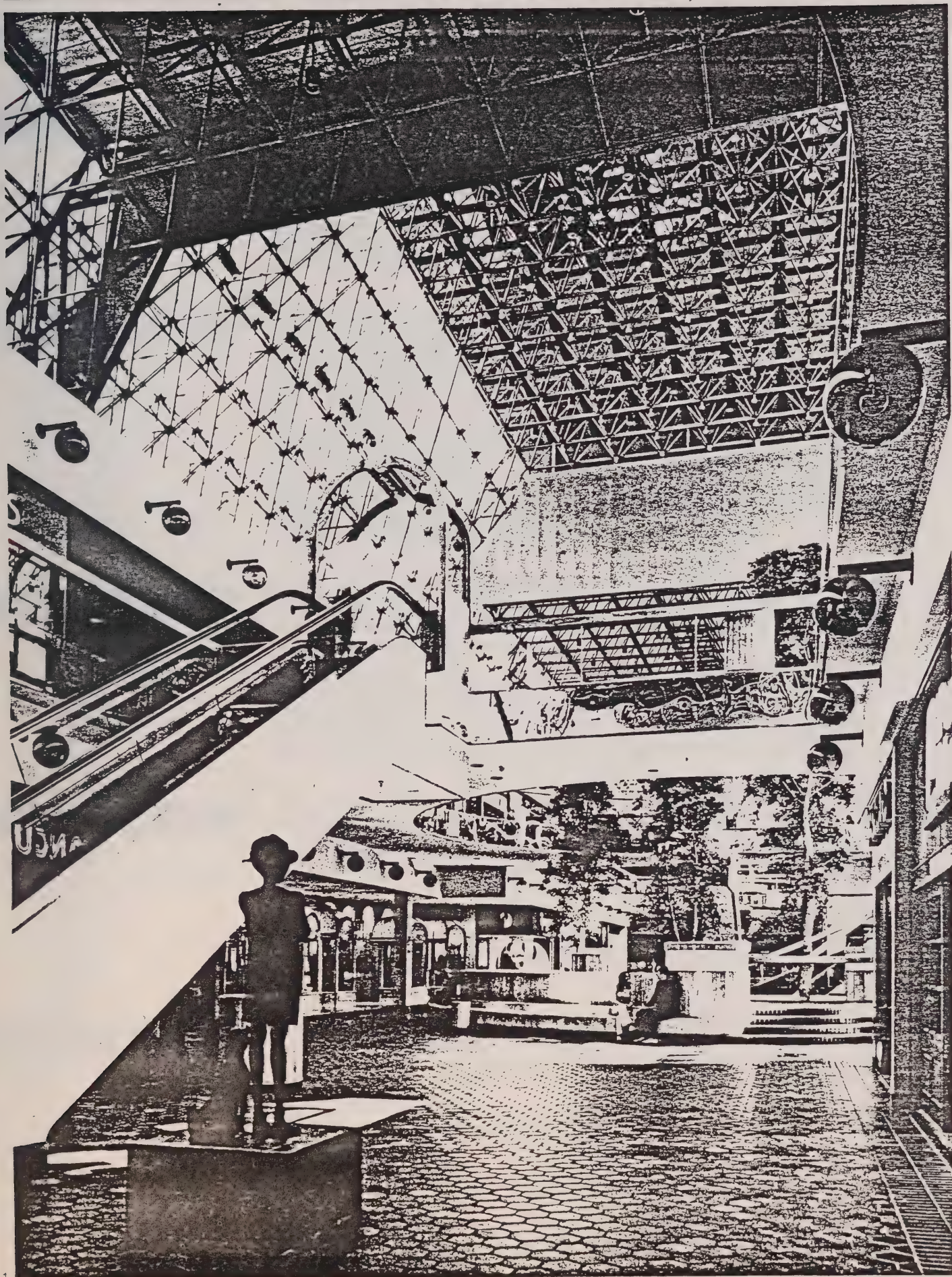
At The Barkan Companies we emphasize human resources and offer our clients the commitment of a dedicated team of professionals experienced in all aspects of facilities planning and construction.

We offer you innovative people who will face challenges head-on and deliver to you a quality facility built on time and within budget. The building solutions which we recommend will stress value as a principal objective. Our corporate growth and financial strength depend upon our ability to satisfy your needs in a responsive and cost-effective manner.

As President, I encourage our people to adopt a problem-solving attitude on every project we undertake. The "Barkan Approach" has been, and will continue to be, one of integrity, performance and value.

This brochure is a testimonial to our people and their accomplishments. I am most proud of these achievements and look forward to our future with great enthusiasm.

Michael Barkan



Services

General Contracting

Barkan Construction Company has been a General Contractor since 1964. Throughout our history, we have maintained a reputation for building a quality product at a competitive price. We have an excellent record for completing jobs on time, within budget and to the complete satisfaction of our clients.

To date, we have constructed projects valued in excess of \$435 million. Although the scope and character of these projects have varied, our corporate guidelines have remained unchanged: to provide maximum value; value to our clients in terms of quality of product and services rendered; and value to our people in the form of professional challenge and opportunity.

Construction Management

As Construction Manager of your project, we will work in close cooperation with you and your architect to provide a complete construction management service. Our in-house team of specialists perform value engineering, design review, cost analysis, scheduling, purchasing, accounting and field supervision to ensure that your project achieves its goal.

Major benefits of our construction management approach include a truly *Competitive Bidding* process, a *Fixed Fee* contract, and a *Guaranteed Maximum Price* which is agreed upon when sufficient plans and specifications are developed. In addition, added savings can be realized by employing a "*Fast-Track*" project schedule. This process actually compresses the schedule by overlapping the design and construction phases of the project. The results—earlier occupancy, lower overhead and shorter-term financing.

Design/Build

As Design/Builder of your project, we are prepared to assume responsibility for all aspects of your building program from initial site selection and conceptual planning through financial consulting, design, engineering, construction and interior space planning.

In addition to our in-house construction management experts, independent professional planners, architects, engineers and consultants are selected to be part of the project team. Our Design/Build approach provides you with a team of qualified professionals, operating with proper checks and balances, with The Barkan Companies assuming the single source of accountability.

Real Estate Development

At Barkan Properties, we develop quality and functional facilities which are well-located, well-financed and designed to be operationally efficient.

Beginning with planned residential community projects, Barkan Properties has expanded its scope of activities to include the development of industrial and office building projects and health care facilities.

Our design/build/leaseback or sale program can provide a comprehensive development service including site selection and evaluation, market studies, feasibility analysis, financing, design and engineering, construction and property management.

Property Management

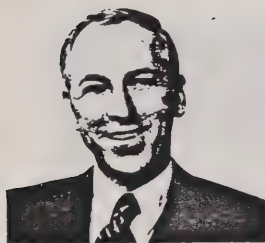
Barkan Management Company operates and manages the properties we develop for our own account. In addition, we manage client-owned properties on a fee basis. We have developed a comprehensive control system which enables us to report reliably on the financial and operating status of those properties entrusted to us.

Quality services are delivered to our tenants in a consistent, sensitive and economical manner.



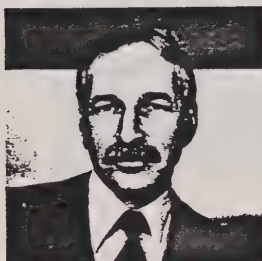
Mel A. Barkan
President
The Barkan Companies

Mel A. Barkan is President and Chief Executive Officer of Barkan Construction Company, Barkan Properties and Barkan Management Company. Prior to founding Barkan Construction Company in 1964, Mr. Barkan held senior management positions in two other local construction firms.



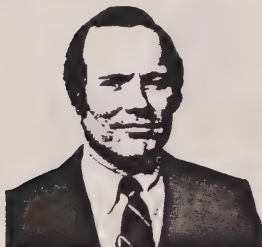
Warren R. Meier
Executive Vice President
Barkan Construction Company

Warren R. Meier has served as Vice President and Senior Project Manager for Barkan Construction Company since 1965. Mr. Meier started his construction career with Beacon Construction Company and over the last 25 years has held various supervisory and management positions within the industry.



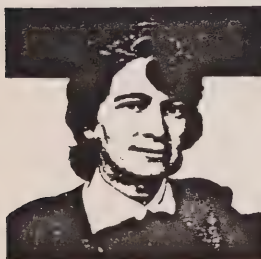
Gordon Gladstone
Treasurer
The Barkan Companies

Gordon Gladstone, Treasurer and Chief Financial Officer of The Barkan Companies, is a Certified Public Accountant and member of the Massachusetts Bar Association. As a manager with the national accounting firm, Laventhol & Horwath, he specialized in the real estate and construction industries.



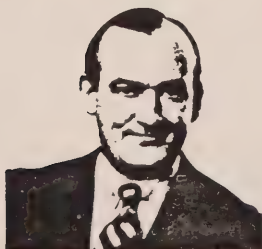
Louis N. Garfield
Vice President
Barkan Properties

Louis N. Garfield is Vice President and Chief Operating Officer of Barkan Properties and directs The Barkan Companies' real estate development effort. Mr. Garfield obtained extensive experience in real estate development with International Paper Company and has held management positions with General Electric Company and Litton Industries.



Zezette Larsen
President
Barkan Management Company

Zezette Larsen is President and Chief Operating Officer of Barkan Management Company which is the property management division of The Barkan Companies. Prior to joining Barkan, Mrs. Larsen served for eight years as Executive Director of the Jewish Community Housing for the Elderly Organization.



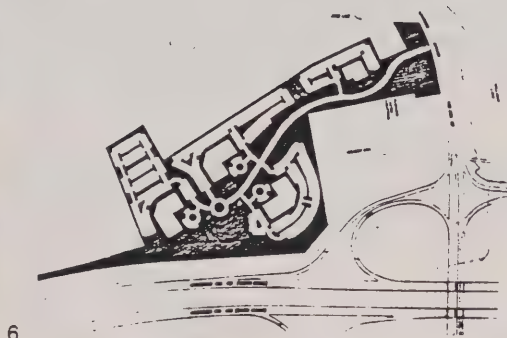
Robert E. Cronin
Vice President
The Barkan Companies

Robert E. Cronin is Vice President of Marketing for The Barkan Companies. Mr. Cronin has 12 years of marketing experience in the design/engineering, construction and real estate development industries. Most recently he served as a Vice President of Marketing for the Carlson Corporation.



Barker Properties





Real estate development is an increasingly complex and demanding process requiring a thoughtful combination of imagination, skill and timing. Barkan Properties' experience, commitment and staying power ensures the availability of talent and capital needed to successfully complete the projects which we undertake.

With a broad array of development expertise, we can offer land and building owners, financing institutions and prospective partners the opportunity to maximize return while minimizing risk. Our competitive position is further strengthened by our construction and management company affiliates.

Our design/build leaseback or sale program provides a comprehensive development service including site selection and evaluation, market studies, feasibility analysis, financing, design and engineering, construction and property management.

We would welcome the opportunity to work with you.

James H. Barkan

Capabilities

Experience

Established in 1974, Barkan Properties has completed over \$50 million of residential construction consisting of 1400 apartments in ten different locations throughout New England and in the South. In addition, several hundred apartments and a luxury condominium project are currently in process. In the commercial and industrial markets, we have 450,000 square feet now under development in two office parks and one industrial park site. The company developed and owns the Chestnut Hill Medical Center, a major medical office complex.

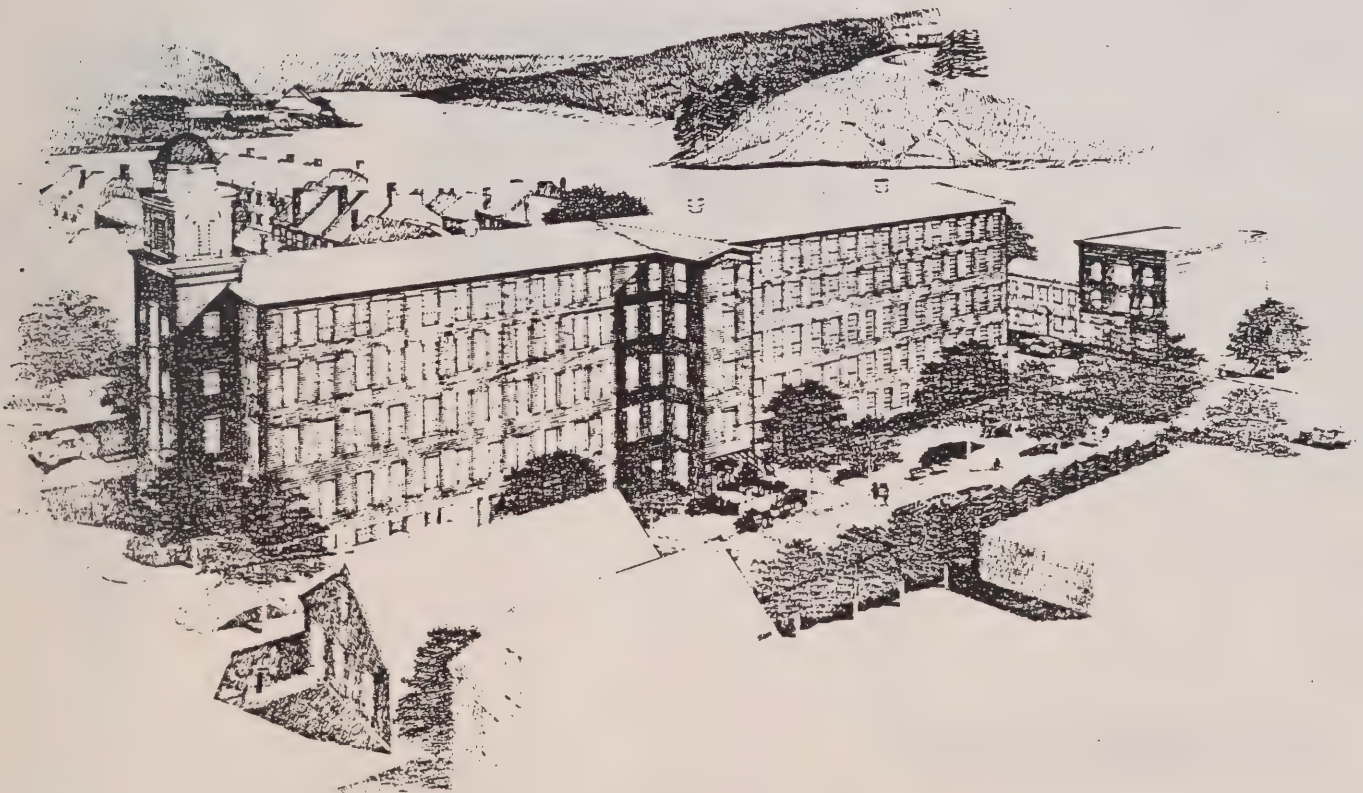
Resources

Barkan Properties' major strength is its people. In today's difficult financing marketplace, their skill and awareness of innovative techniques, including the use of computer project analysis tools, is essential. This analytical sophistication is combined with the understanding needed to effectively guide each project through the often difficult zoning and approval process. In-house support comes from Barkan Construction Company in such critical areas as value engineering, project scheduling and cost estimating. Barkan Management Company's assistance in the evaluation of tenant requirements, operating techniques and economics provides additional essential expertise to the development team.

Creativity

The Barkan Team is committed to seeking out challenging projects and utilizing new technologies and resources in order to improve user satisfaction, investment quality and design. This commitment is evidenced by our involvement with community-based groups and early, continuing activities in the following areas:

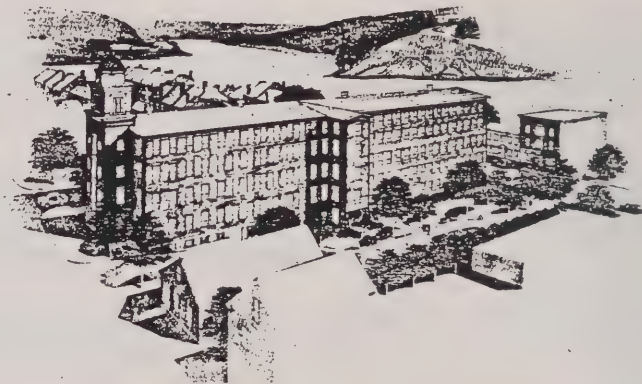
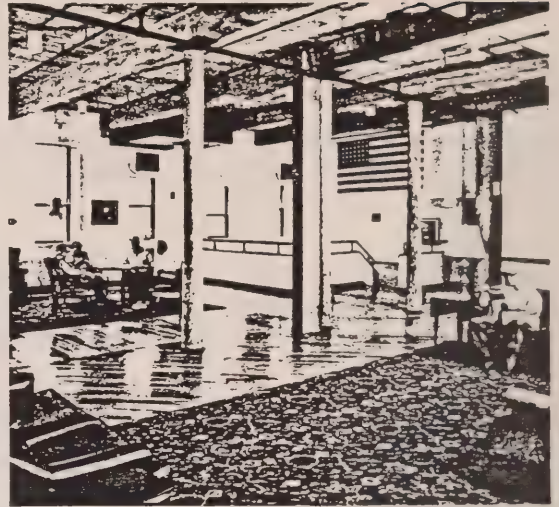
- adaptive reuse,
- historic rehabilitation,
- new energy technologies including solar heating,
- low head hydroelectric power.





Barkan Management Company





Barkan Management Company is one of the fastest growing property management firms in New England.

The real estate entrusted to us include both residential and commercial properties, located in rural settings, suburban communities and the inner city. We have become specialists in the area of multifamily rental housing. The extensive experience of our senior management staff guarantees that owners and tenants receive quality services which are delivered in a professional, cost-effective and sensitive manner.

As President of Barkan Management Company, I would welcome the opportunity to discuss your property management needs.

Zezette Curran

Services

Planning/Design Review

During the preliminary planning stage of your project, we will advise on matters such as architectural design, tenant mix, amenities, operating efficiencies, security and maintenance.

Marketing and Leasing

At Barkan Management we know through experience how to market your product. Creative and innovative leasing together with thoughtful tenant selection procedures result in the successful rent-up of your property.

Financial Management

We employ a comprehensive cost control system, which includes budget development, effective rent collection procedures, rent and mortgage increase programs, and cash flow analysis.

Operations Management

Our property management team will assume full responsibility for the day-to-day operation of your investment. In addition to staffing your project with qualified personnel, we will develop and supervise preventive maintenance, energy conservation and capital improvement programs.

Our management control system enables us to report reliably on the financial and operating status of those properties entrusted to us.

Tenant Relations

Satisfied tenants ensure a successful project. At Barkan Management we effectively interact with our tenants in a responsive, consistent and sensitive manner.

Congregate Housing

Successful congregate housing communities are the result of detailed planning efforts. At Barkan Management we have developed an expertise in the areas of resident pre-qualification and the development of meaningful support service programs which are monitored and reviewed on an ongoing basis.

Consultation

At Barkan Management our greatest strength is our experience. Whether you are a profit or nonprofit organization, a commercial or an investment client, we know what it takes to manage your investment successfully.

The Barkan approach to consultation has been and will continue to be one of integrity, performance and value.

THE BARKAN COMPANIES
CONSTRUCTION, DEVELOPMENT & MANAGEMENT EXPERIENCE
MULTI-FAMILY HOUSING

The Barkan Companies have extensive experience in the construction, development, and management of housing, with particular emphasis on subsidized housing for the elderly and families.

Barkan Construction Company (and related firms) has constructed over 5,000 units of housing since 1964. Barkan Properties has developed over 1,500 units of housing over the last ten years throughout New England and in the South. Barkan Management Company manages over 1,900 units of housing, including all of the units developed by Barkan Properties, and developments for other clients as well.

Attached is a listing of construction, development and management projects that The Barkan Companies has undertaken in recent years.

RECENT CONSTRUCTION, DEVELOPMENT &
MANAGEMENT EXPERIENCE

Project Name	Location		#Units	Description Type	\$ Value (Current)	New/ Rehab	The Barkan Companies Involvement			Comments
	City	State					Construction	Development	Management	
1. Dampsey Apartments	Macon	GA	194	Sect.8 Elderly Subsidized	\$ 5.7M	Rehab	X	X	X	
2. Fitchburg Green	Fitchburg	MA	159	Sect.8 143 Units-Elderly 16 Units-Family	6.6M	New	X	X	X	
3. Marble Street	Worcester	MA	162	Sect.8 150 units-elderly & Congregate 12 units-family	6.7M	New	X	X	X	
4. New Falls Apartments	Newton Lower Falls	MA	60	Sect.8/ 20 units-elderly Mkt.Rate 40 Units-Family		New	X	X	X	
5. Florence Mill	Rockville	CT	114	Sect.8 Elderly	3.7M	Historic Rehab	X	X	X	
6. Hamilton Park	Norwich	CT	120	Sect.8 100 Units-Elderly	5.4M	New	X	X	X	
7. Naubuc Green	Glastonbury	CT	110	Sect.8 Elderly	3.7M	New	X	X	X	
8. Cotton Hill	Hallowell	ME	57	Sect.8 Elderly		Historic Rehab	X	X	X	
9. Oak Park	Lewiston	ME	91	Sect.8 Elderly	4.0M	Rehab	X	X	X	
10. Northfield Green	Portland	ME	201	Sect.8 Elderly	5.7M	New	X	X	X	
11. Copley Place Housing	Boston	MA	100	Subsidized Market 25 Units-Elderly 75 Units-condos	8.5M	New	X			
12. Bet Shalom	Worcester	MA	75	Sects.202/8-Elderly					X	
13. Nunjoy Hill	Portland	ME	39	Moderate Income Rental Family					X	UDAG
14. Wequonnoc Village	Taftville	CT	98	Sect.8 Elderly					X	
15. Unity Heights	Bridgeport	CT	50	Sect.236 Family Coop.					X	
16. Covenant House	Brighton	MA	150	Sect.202 Elderly		New			X	
17. Peter Sanborn Place	Reading	MA	75	Sect.202 Elderly	3.8M	New	X		X	Devel.& Mgmt. Consult



Recent Construction, Development &
Management Experience
Page -2-

Project Name	Location		#Units	Description		\$ Value (Current)	New/ Rehab	The Barkan Companies				Comments
	City	State		Type				Construction	Involvement	Development	Management	
18. Lebanese Community	Methuen	MA	50	Sect.202 Elderly			New				X	
19. South Norfolk Housing for the Elderly	Sharon	MA	99	Sect.202 Elderly			New				X	
20. Beacon Apartments	Boston	MA	135	Sect.8 & Private Endowment Elderly		4.4M	Rehab	X				Dev. & Mgmt. Consul.
21. Oakley Condominiums	Watertown	MA	24	Luxury Condominiums		2.3M	Rehab	X				
22. The Fairways	Newton	MA	22	Luxury Condominiums		3.4M	New	X			X	
23. The Lafayette	Boston	MA	24	Luxury Condominiums		1.5M	Rehab	X				
24. Morris Hall	Boston	MA		Dormitories		4.7M	Rehab	X				
25. Chase Hall	Boston	MA		Dormitories		5.2M	Rehab	X				
26. Dockside Place	Boston	MA	89	Loft-Type Condos		5.9M	Rehab	X				
27. Vivlendas La Victoria II	Boston	MA	190	Family Housing		12.6M	New/Rehab	X				UDAG
28. Berger Apartments	New Haven	CT	120	Sect.8 Elderly		5.8M	Rehab	X				
29. Valebrook Housing	Lawrence	MA	134	Sect.8 Elderly/ Family		6.6M	New	X				
30. Arlington Park	Lawrence	MA		Sect.8 Elderly/ Family		5.7M	New/Rehab	X				
31. 100 State Street	Portland	ME				6.8M		X				



The Barkan Companies



Florence Mill Vernon, Connecticut

Client
Florence Mill Associates

Project Description
Rehabilitation of an historic mill into 114 units
of elderly housing.

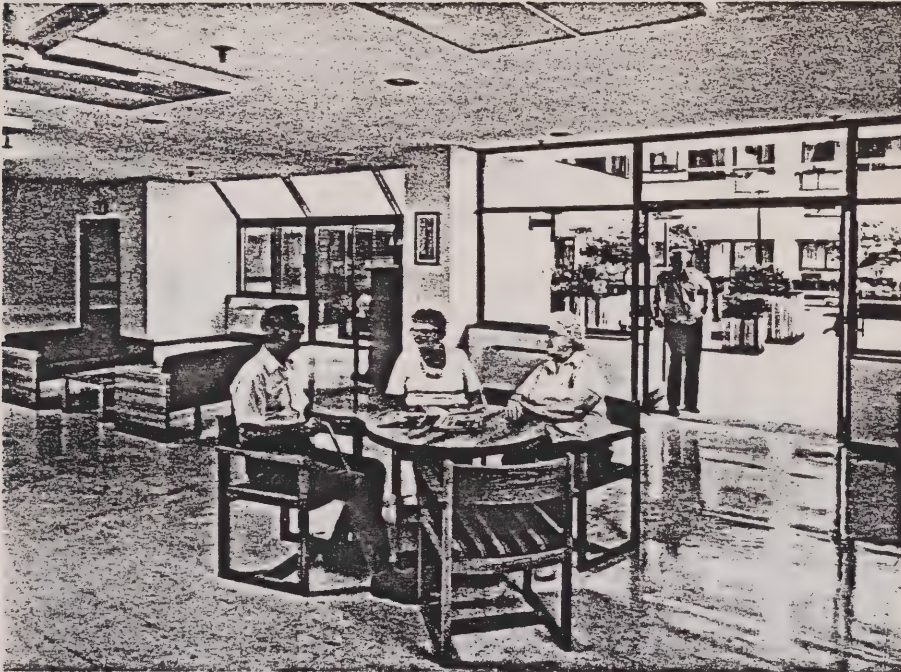
Replacement Cost (1982)
\$2,750,000

Architect
Steffian Bradley Associates





The Barkan Companies



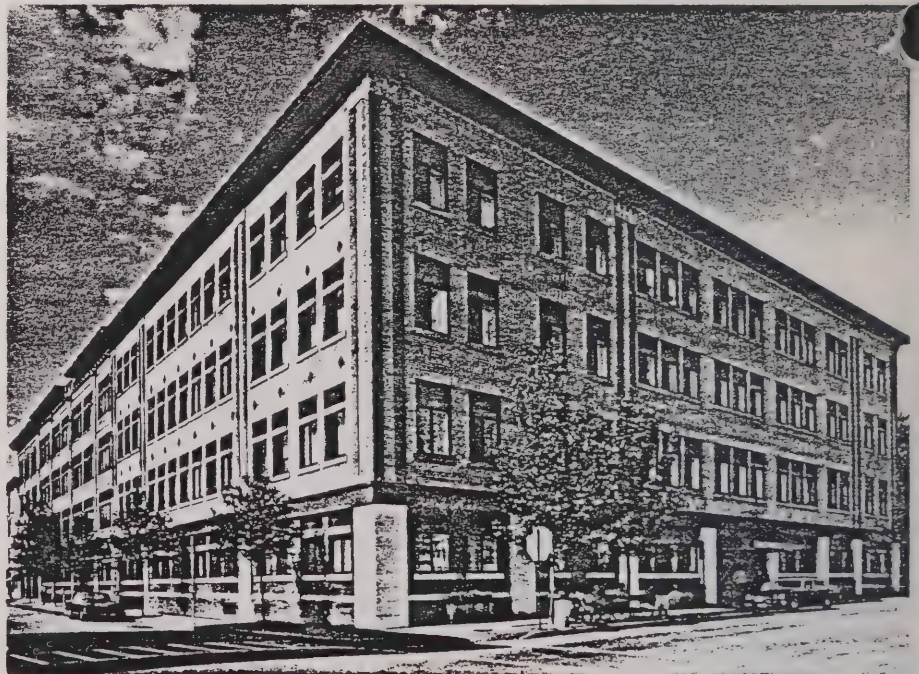
Oak Park Lewiston, Maine

Client
Oak Street Associates

Project Description
This former department store was converted into 91 residential units. A \$100,000 demonstration grant was awarded by HUD to incorporate a solar energy application.

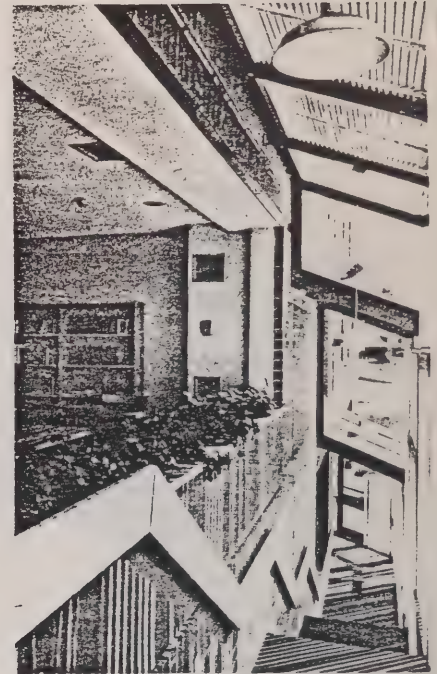
Replacement Cost (1982)
\$3,000,000

Architect
Steffian Bradley Associates





The Barkan Companies



Marble Street Apartments Worcester, Massachusetts

Client
Marble Street Associates

Project Description
A residential complex consisting of 150 units of elderly housing in a mid-rise building. Three separate townhouses accommodate 12 larger families. Specially designed congregate care facilities and services have been incorporated in one section of the building.

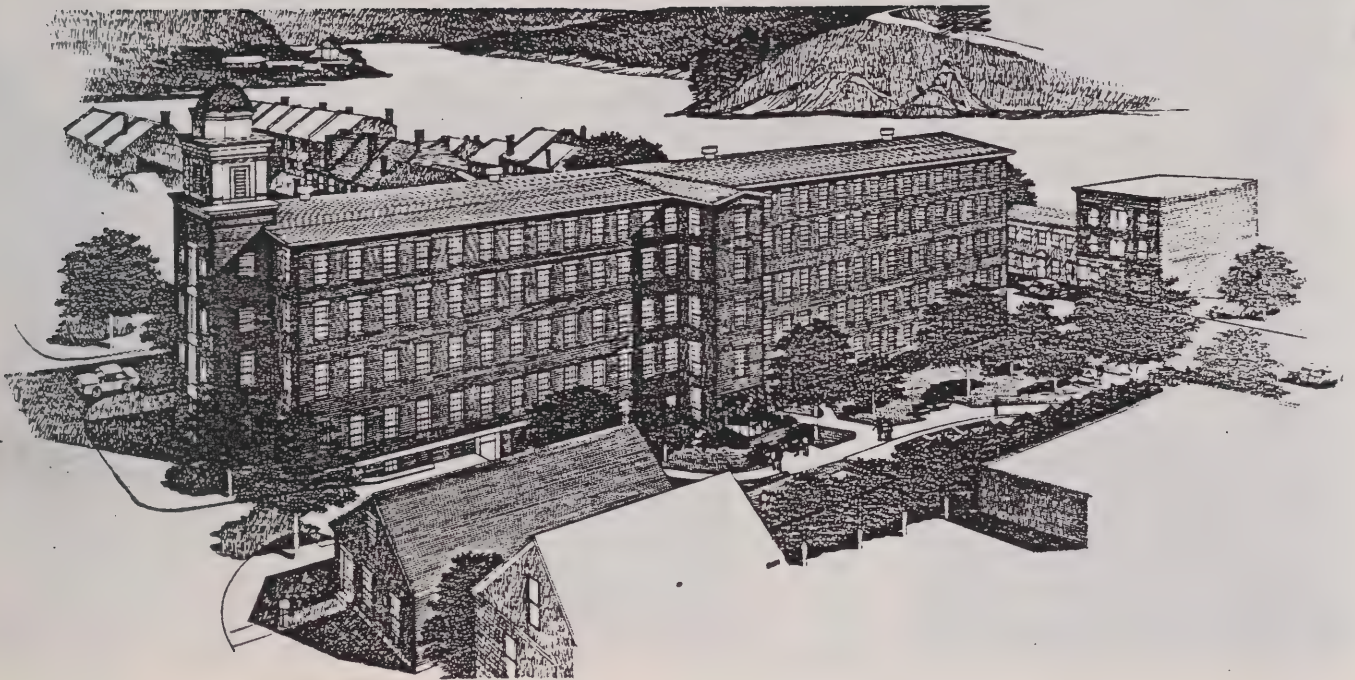
Replacement Cost (1982)
\$6,000,000

Architect
Gelardin/Bruner/Cott, Inc.





The Barkan Companies



Cotton Mill Apartments Hallowell, Maine

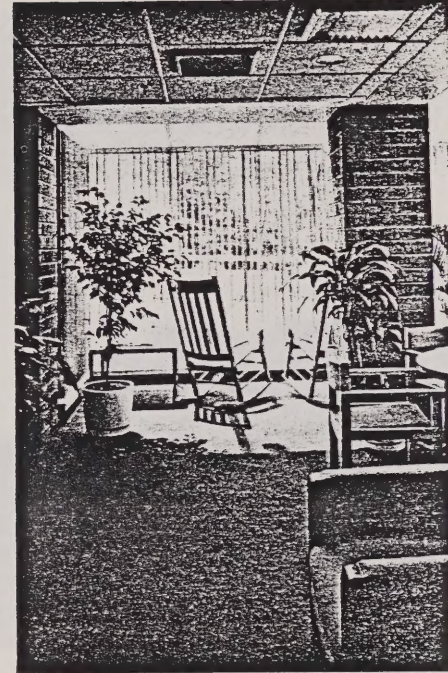
Client
Cotton Mill Associates

Project Description
Rehabilitation of an historic mill into 57 units of housing for the elderly.

Replacement Cost (1982)
\$2,000,000

Architect
CBT/Childs, Bertman, Tseckares
& Casendino, Inc.

H. J. P. Construction Company



**Hamilton Park
Norwich, Connecticut**

Client
Hamilton Park Associates

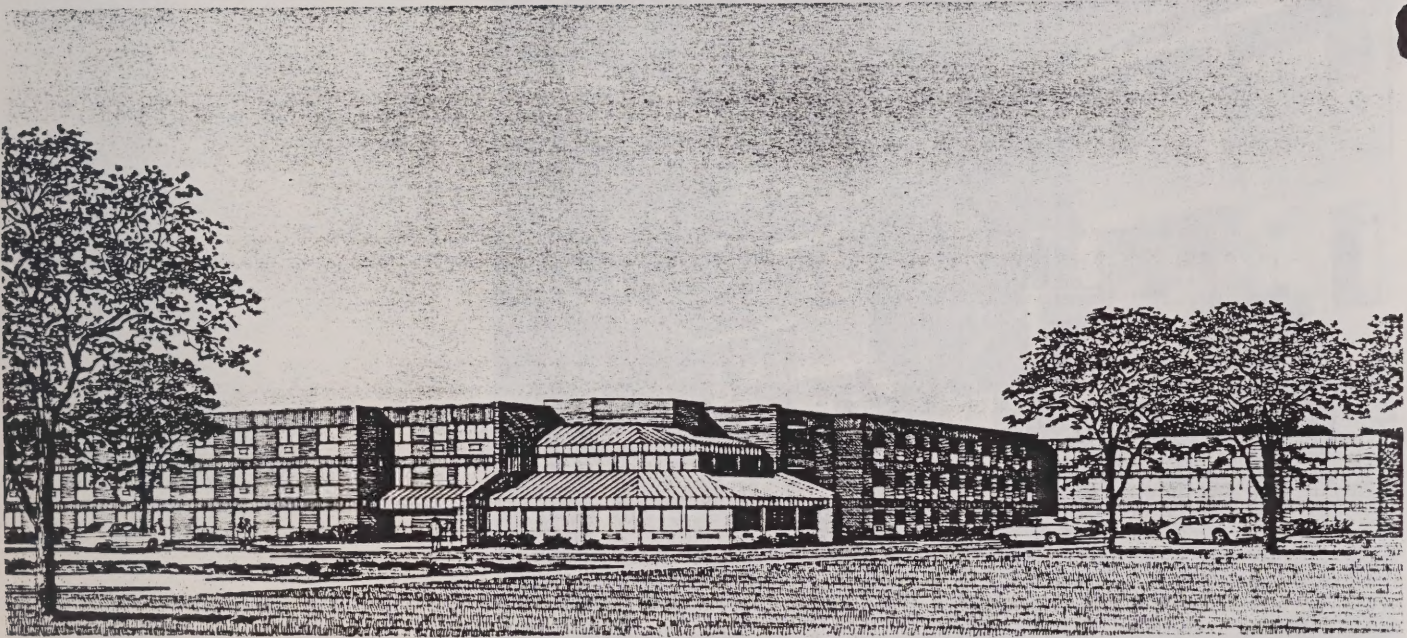
Project Description
120 units of housing for the elderly constructed on a "fast-track" project schedule.

Replacement Cost (1982)
\$5,200,000

Architect
Steffian Bradley Associates



H. J. P. Construction Company



**Glastonbury Interfaith Housing
Glastonbury, Connecticut**

Client
Glastonbury Interfaith Housing Enterprises

Project Description
Three story wood-frame, brick veneer construction. Complex consists of 110 units of elderly housing.

Replacement Cost (1982)
\$3,800,000

Architect
James K. Farrell

H. J. P. Construction Company



**New Falls
Newton, Massachusetts**

Client
New Falls Associates

Project Description
A clustered development consisting of 60 wood-frame townhouse units.

Replacement Cost (1982)
\$2,750,000

Architect
CBT/Childs, Bertman, Tseckares
& Casendino, Inc.





The Barkan Companies



Northfield Green Portland, Maine

Client
Northfield Green Associates

Project Description
This competitively bid HUD project consists of 201 low-rise, wood-frame housing units for the elderly.

Replacement Cost (1982)
\$5,000,000

Architect
CBT/Childs, Bertman, Tseckares
& Casendino, Inc.